

07-570-CD  
Remit Corp. vs Kelly Reifer

2007-570-CD  
Remit Corp et al vs Kelly Reifer

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

KELLY REIFER,  
Defendant

: CIVIL-LAW  
: DOCKET NO.  
: 07-570-CJ

FILED *pd \$85.00 AM*  
*3/11/40 pm ICL Atty*  
*APR 12 2007 ICL Sh. of*  
*LS*

NOTICE TO DEFENDANT

William A. Shaw  
Prothonotary/Clerk of Courts

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 *Feb 19, 2007*  
Second & Market Streets *Document*  
Clearfield, PA 16830 *Reinstated/Reissued to Sheriff/Attorney*  
814-765-2641 Ext. 50-51 *service.*  
*LS* *Deputy Prothonotary*

*Laurinda J. Voelcker*  
LAURINDA J. VOELCKER, ESQUIRE  
Attorney for Plaintiff

*Sept 12, 2007* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*Will. A. Shaw* *GK*  
*LS*  
Deputy Prothonotary

*July 2, 2007* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*LS*  
Deputy Prothonotary

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.

3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.

4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

**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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 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:  
**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at 0.00% 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.

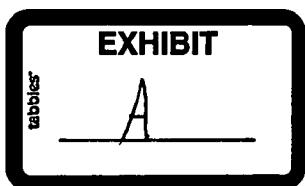
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding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

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 KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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

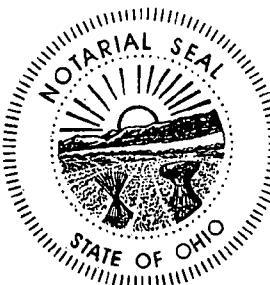
Subscribed and sworn to before me this 9 day of January, 2007  
Year



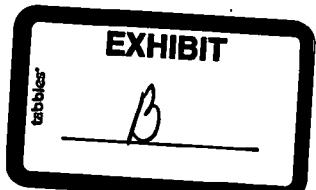
Notary Public

My commission Expires

Client # 634



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



# CHASE Manhattan Bank

\*Your Account was not closed by us because your credit limit was exceeded by 50% or more.

If you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account at the six month review date, or in subsequent monthly reviews.

If the following 3 conditions are met:

\*Your Account is open; and

\*Your credit limit is not exceeded; and

\*You made at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Reports:** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### YOUR BILLING RIGHTS

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

#### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill after the words "Send Inquiries To." Write to us no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

#### Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

**Special Rule for Credit Card Purchases**

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

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

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

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this Agreement are located in the Pricing Schedule. In this Agreement, "you," "your," or "yours" means each person who applied for the Visa or MasterCard Account. "We," "us" or "our" means Chase Manhattan Bank USA, National Association "Account" means the Visa or MasterCard Account by which you were issued cards and checks imprinted with your Account Number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

2. Services of This Account. This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

3. To Use Your Card. You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you tell the Seller to complete the sales slip for you.

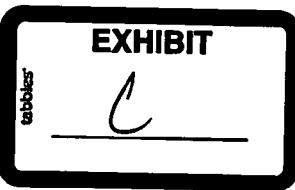
4. Your Responsibilities for This Account. You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they make.

5. Your Credit Line. Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. Overlimit Fee. If your Account balance (excluding any Finance Charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction which causes your credit line to be exceeded.

EXHIBIT

C



**Preferred Pricing will apply** if you fail to make any required minimum payment by the Payment Due Date. You may lose regular standard Preferred Pricing and Non-Preferred Pricing will apply if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

Balance Transfer transactions will not be eligible for the grace period for Purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance". For existing accounts, we may use the term "Balance Transfer" if the special rates stated in an offer will apply only to Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All Other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances, as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

#### TERMS FOR ADVANCES

1. **Advances.** An Advance is a cash loan or similar transaction. You may take an Advance as follows. 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATMs or any ATM which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may item as Advances, including but not limited to wire transfers, money orders, travelers checks, garnishing transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

2. **Declined Check Fee.** You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. **Stop Payment Fee.** You will be charged the fee disclosed in Box 10 for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advances is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. **Limits on Advances.** For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. **Service Charge/Transaction Fee for Advances.** For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any minimum and maximum transaction fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. **Our Responsibilities to Honor Checks.** We may not accept your checks if: 1) by paying a Check or Chase check, you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been canceled or has expired; 5) a postdated check is paid and as a result any other check is returned or not paid. We are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

##### This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. **Calculation of the Finance Charge for Balance Transfers, Advances and Purchases.** That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances, and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. **Annual Fee.** If line 6 is Annual Fee for the Account, you will be charged the Annual Fee described in Box 7 whether or not you have used your waiver period. If your Annual Fee has been waived, it will be billed when you make a purchase. You will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. **Payments.** Payments must be made and received by us in accordance with the payment institutions that appear on your monthly statements. Payments must be in United States Dollars and drawn on a United States Financial Institution or the United States Postal Service. If you have indicated "Bank in US" or any similar wording or other endorsement on your payment check, and the check is accepted by us, you will still be responsible for any balance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post our payments as of the business day we receive them as described on our statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. **Returned Payment Fee.** You will be charged the fee disclosed in line 10 for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

10. **Minimum Payment.** You may pay either the Minimum Payment or any amount over that up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute read "Please in Case of Errors or Inquiries About Your Bill" and multiplying that amount by two percent (2%). If the resulting amount is more than \$10, it will be reduced to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any "Past Due" amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

11. **Late Payment Fee/Charge.** There will be a Late Payment Fee/Charge in the amount disclosed in Box 10 if you do not make the Minimum Payment by the Payment Due Date shown on your statement.

12. **If Your Cards or Checks are Lost or Stolen.** If someone used their Card(s) or Checks without your permission or if they are lost or stolen, contact us immediately. You may call or write. Call toll free 1-800-648-9911. Anytime from all 50 states, Washington D.C., Puerto Rico, and the U.S. Virgin Islands. Write in: P.O. Box 5972, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day, may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over limit or delinquent, credit authorization for transactions may be declined.

14. **Monthly Statements.** Each month there is a debit or credit balance of more than \$1, or a Financial Change has been imposed on your Account, we will mail you a statement.

15. **Sales Slip or Duplicate Statement Fee.** You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. **Billing Errors.** If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us if any adjustment is made. We will credit your Account.

17. **Currency Conversion.** If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date of the posting date.

18. **Authorization to Provide Information.** As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. **Disputing Account Information Reported to Credit Bureaus.** We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15823, Wilmington, DE 19850-5823.

20. **Changing the Terms of This Agreement.** We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. **Default and Collection Costs.** If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. **Cancellation.** We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Card(s), you must return them. Any services not described in this Agreement are not part of this Agreement and may be charged or cancelled at any time without notice or refund.

23. **Governing Law.** This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. **Telephone Monitoring.** You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

25. **Delayed Enforcement.** We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

26. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

#### SPECIAL RATES

From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later) The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows: For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances, and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees, and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement.

For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the Payment Due Date shown on the monthly statement (This is known as the "Grace period"). You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances, average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "Not applicable" or the absence of such information in the Pricing Schedule) that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the Preferred Customer Pricing Eligibility section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply; when it does not, the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") in which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge, and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing if, as of the review date, the following conditions are met:

\*you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month); and

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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 19<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-20-2007 08:16:22



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

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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: BUPHSLFIVUP*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

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  
KELLY REIFER, : DOCKET NO. 07- 570-CD  
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  
36 W Main St  
Bloomsburg, PA 17815  
(570) 387-1873

FILED *ice* *Shff*  
*m/11/07 um* *LC* *ASAP*  
APR 12 2007  
*um*

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  
KELLY REIFER, : DOCKET NO. 07-570-CD  
Defendant :  
:

**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

⑥  
FILED Atty fd. 7.00  
M 7/3/07 2 Compl.  
JUL 02 2007  
reinstated to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Sheriff

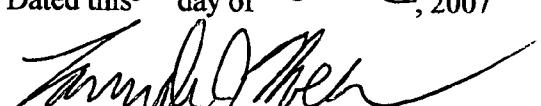
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,	:
Assignee of Unifund CCR,	:
Plaintiff	:
vs.	: CIVIL-LAW
KELLY REIFER,	: DOCKET NO. 07-570-CD
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, nor has been in such service within thirty days hereof.

Dated this 28<sup>th</sup> day of June, 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-04-2007 07:12:50



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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, 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; 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.

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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:BPWEEHOQAWR*

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

REMIT CORPORATION,	:
Assignee of Unifund CCR,	:
Plaintiff	:
vs.	: CIVIL-LAW
KELLY REIFER,	: DOCKET NO. 07-570-CD
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: Kelly Reifer  
26 Birch Street  
Houtzdale, PA 16651

Respectfully submitted,



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

**FILED**

**JUL 02 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  
KELLY REIFER, : DOCKET NO. 07-570-CD  
Defendant :  
:

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Please reinstate the Civil Complaint filed in the above matter.

Respectfully Submitted,  
THE REMIT CORPORATION

  
LAURINDA J. WOELCKER, 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 Atty pd.  
M 112:40 AM 7-00  
SEP 12 2007  
No CC  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 Compl.  
Reinstated  
to Sheriff

(68)

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : DOCKET NO. 07-570-CD  
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, nor has been in such service within thirty days hereof.

Dated this 8<sup>th</sup> day of August, 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

AUG-07-2007 10:41:55



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

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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:ZFUBSFJNPQ*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : DOCKET NO. 07-570-CD  
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: Kelly Reifer  
347 Power Road  
Morrisdale, PA 16858-8736

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

Service # 1 of 1 Services

Sheriff Docket # **102679**

REMIT CORPORATION Assignee of Unifund CCR

Case # **07-570-CD**

vs.

KELLY REIFER

TYPE OF SERVICE COMPLAINT; ENTRY OF APPEARANCE

**SHERIFF RETURNS**

NOW September 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT; ENTRY OF APPEARANCE "NOT FOUND" AS TO KELLY REIFER, DEFENDANT. WHEREABOUTS UNKNOWN.

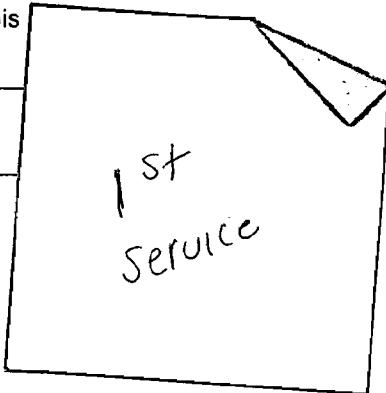
SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REMIT CORP.	6484	10.00
SHERIFF HAWKINS	REMIT CORP.	6484	31.46

Sworn to Before me This

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



So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**  
01/31/2008  
SEP 13 2008  
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 I hereby certify this to be a true  
: DOCKET NO. and attested copy of the original  
KELLY REIFER, : 07-570 -C statement filed in this case.  
Defendant : APR 12 2007

Attest.

*William L. Hause*  
Prothonotary/  
Clerk of Courts

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

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : DOCKET NO.  
Defendant : OS-570-CD

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

APR 12 2007

Attest.

*Wendy J. Voelcker*  
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. VOELCKER, ESQUIRE  
Attorney for Plaintiff

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.
4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

**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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

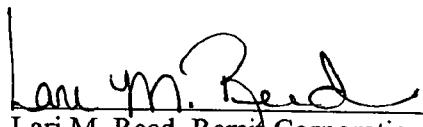
Respectfully submitted,



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:  
**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at 0.00% per annum.

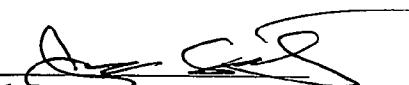
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

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 or to sell and assign it again.

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

EXHIBIT

tables

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## AFFIDAVIT OF INDEBTEDNESS

State of Ohio )  
County of Hamilton ) ss.

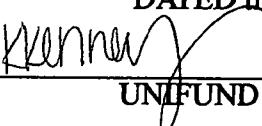
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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

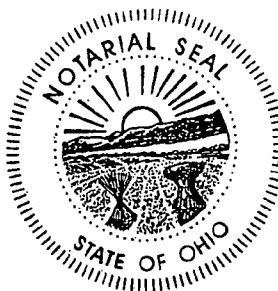
Subscribed and sworn to before me this 9 day of January, 2007  
Year



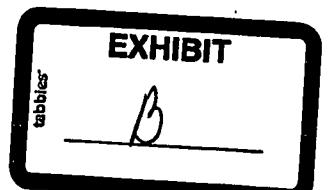
Notary Public

My commission Expires

Client # 634



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



# UNION Manhattan Bank

\*Your Account was not closed by us because your credit limit was

exceeded by 50% or more.

If you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account all the six month review date, or in subsequent monthly reviews, if the following 3 conditions are met:

\*Your Account is open; and

\*Your credit limit is not exceeded; and

\*You made at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Report.** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### KEEP THIS NOTICE FOR FUTURE USE

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

**Notify Us in Case of Errors or Questions About Your Bill.**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address fisted on your bill after the words "Send Inquiries To." Write to us no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.

- The dollar amount of the suspected error.

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

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

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

### Special Rule for Credit Card Purchases

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

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

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

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this

Agreement are located in the Pricing Schedule. In this Agreement, "you", "your", or "yours" means each person who applied for the Visa or MasterCard Account. "We", "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks inscribed with your

Account Number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase Check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker

2. Services of This Account. This Account may be used for Purchases from any Seller that accepts the Card and for Advances. 3. To Use Your Card. You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

4. Your Responsibilities for This Account. You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they make.

5. Your Credit Line. Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. Overlimit Fee. If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction which causes your credit line to

EXHIBIT

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Preferred Pricing will apply, if you fail to make any required minimum payment by the Payment Due Date. You may lose regular standard Preferred Pricing and Non-Preferred Pricing will apply, if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

Balance Transfer transactions will not be eligible for the grace period for Purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance". For existing accounts, we may use the term "Balance Transfer" if the special rates stated in an offer will apply only to Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances, as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer, we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

#### TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction. You may take an Advance as follows: 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATMs or any ATM which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may treat as Advances, including but not limited to wine transfers, money orders, travelers checks, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

2. Declined Check Fee. You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee disclosed in Box 10 for each request you make by us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in Box 9. The minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement.

Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or Chase check, you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been canceled or has expired; if a postdated check is paid and as a result any other check is returned or not paid, we are not responsible; you may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

##### This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. Calculation of the Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. Annual Fee. If there is an Annual Fee for the Account, you will be charged the Annual Fee (as discussed in Box 7) whether or not you have used your card. If your Annual Fee has been waived, it will be billed when you have purchased items, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. Payments. Payments must be made and received by us in accordance with the payment institutions that appear on your monthly statement. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have "located" your card in "lost" or any similar wording, or other endorsement on your payment check, and the check is accepted by us, you will still be responsible for any balance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post our payments as of the business day we receive them as described on our statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. Returned Payment Fee. You will be charged the fee disclosed in Box 10 for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay either the Minimum Payment or any amount over that up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your minimum payment is calculated by taking the New Balance and deducting any amounts which you have previously notified us are in dispute (read "In Case of Errors or Inquiries About Your Bill") and multiplying that amount by two percent (2%). If the resulting amount is more than \$10, it will be reduced to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due amounts and, at our option, any amounts in excess of your credit line.

11. Late Payment Fee/Charge. There will be a Late Payment Charge in the amount disclosed in Box 10 if you do not make the Minimum Payment by the Payment Due Date shown on your statement.

12. If Your Cards or Checks are Lost or Stolen. If someone used your Card(s) or Checks without your permission or if they are lost or stolen, notify us immediately. You may call or write. Call toll free 1-800-648-9911 — anytime from all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. Write to: P.O. Box 9072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount up to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be denied.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedure published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

18. Authorization to Provide Information. As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-CFAC companies whose name or mark may appear on the Cards, including information that may be used to determine insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15823, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. Cancellation. We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. Telephone Monitoring. You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

25. Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without using any of them.

26. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

**SPECIAL RATES**  
From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular standard

on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later) The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the continued amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the New Balance shown on your monthly statement less any Advance balance by the Payment Due Date shown on the monthly statement. (This is known as the 'grace period'.) You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes 'Variable Rate Index and Margin' information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such 'Variable Rate Index and Margin' information for any particular rate (as indicated by an 'N/A' for 'not applicable' or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms 'Preferred' or 'Non-Preferred', that rate is subject to the 'Preferred Customer Pricing Eligibility' section that appears below. When your Account satisfies the 'Preferred Customer Pricing' conditions, the 'Preferred' rates apply, when it does not, the 'Non-Preferred' rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the 'Index') to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If 'Preferred' and 'Non-Preferred' rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing if, as of the review date, the following conditions are met:

- you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month); and

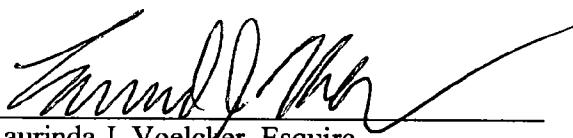
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
: :  
KELLY REIFER, : 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 19<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-20-2007 08:16:22



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

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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: BUPHSLFIVUP*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : 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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

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**

Service # 1 of 1 Services

Sheriff Docket #

**102966**

**REMIT CORPORATION**

Case # 07-570-CD

vs.

**KELLY REIFER**

TYPE OF SERVICE COMPLAINT, NOTICE, ENTRY OF APPEARANCE

**SHERIFF RETURNS**

NOW September 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT, NOTICE, ENTRY OF APPEARANCE "NOT FOUND" AS TO KELLY REIFER, DEFENDANT. NO SUCH ADDRESS.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REMIT CORP.	7056	10.00
SHERIFF HAWKINS	REMIT CORP.	7056	7.00

Sworn to Before me

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



So Answers,

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

**FILED**  
09/10/2007  
SEP 13 2007  
S  
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.  
KELLY REIFER, :  
Defendant : 07-570-CD

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

APR 12 2007

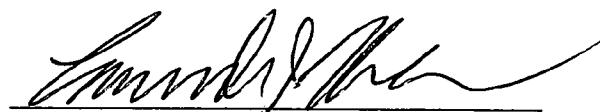
Attest.

*W. L. B.*  
Prothonotary/  
Clerk of Courts

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

7/21/07 Document  
Reinstated/Rescued to Sheriff/Attorney  
for service.  
*W. L. B. H.*  
Deputy Prothonotary

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : DOCKET NO.  
Defendant : 07-570-CD Attest.  
*W. L. B. H.*  
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. Voelcker*  
LAURINDA J. VOELCKER, ESQUIRE  
Attorney for Plaintiff

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.
4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

**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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 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:  
**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at 0.00% per annum.

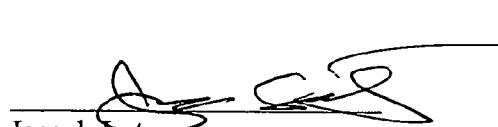
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

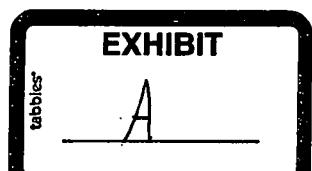
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding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

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.

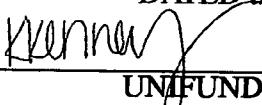
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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.

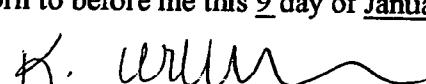
DATED this January 9, 2007

  
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



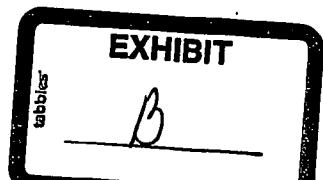
Notary Public

My commission Expires

Client # 634



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



# CHASE Manhattan Bank

\* your account was not closed by us because you credit line was

expected by 50% or more.

If you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account all the six month review date, or in subsequent monthly reviews. If the following 3 conditions are met:

\* your account is open; and

\* your credit line is not exceeded, and

\* you made at least the required minimum payments by their

payment due dates in each of the last 6 months. Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Reports:** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### YOUR BILLING RIGHTS -

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

**Notify Us in Case of Errors or Questions About Your Bill:**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill after the words "Send Inquiries To: Write to us no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this

Agreement are located in the Pricing Schedule. In this Agreement, "you", "your", or "yours" means each person who applied for the Visa or MasterCard Account. "We", "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account by which you were issued cards and checks imprinted with your Account Number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

2. Services of This Account. This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

3. To Use Your Card. You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

4. Your Responsibilities for This Account. You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they make.

5. Your Credit Line. Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. Overlimit Fee. If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle if you are over your credit line even if we authorize the transaction which causes your credit line to be overextended.

EXHIBIT

29999

**Preferred Pricing will apply**, if you fail to make any required minimum payment by the Payment Due Date, you may lose regular/standard Preferred Pricing and Non-Preferred Pricing will apply, if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

Balance Transfer transactions will not be eligible for the grace period for Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance". For existing accounts, we may use the term "Balance Transfer". The special rates stated in an offer will apply only to Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make to you, we reserve the right to refuse to honor that Balance Transfer transaction or treat it as an Advance.

#### TERMS FOR ADVANCES

**1. Advances.** An Advance is a cash loan or similar transaction. You may take an Advance as follows. 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATMs or any ATM which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may item as Advances, including but not limited to wire transfers, money orders, travelers checks, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

**2. Declined Check Fee.** You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

**3. Stop Payment Fee.** You will be charged the fee disclosed in Box 10 for each request you make to us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

**4. Limits on Advances.** For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

**5. Service Charge/Transaction Fee for Advances.** For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

**6. Our Responsibilities to Honor Checks.** We may not accept your checks if: 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been cancelled or has expired; if a postdated check is paid and as a result any other check is returned or not paid, we are not responsible; you may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

**This Agreement and the General Terms apply to Purchases.**  
You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

**1. Calculation of the Finance Charge for Balance Transfer, Advances and Purchases.** That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. Annual Fee. If there is an Annual Fee for the Account, you will be informed the Annual Fee deducted in Box 7, whether or not you have used the Account. If your Annual Fee has been waived, it will be listed when no waiver period has ended, and will then continue to be listed on an annual basis. The Annual Fee is non-refundable.

8. Payments. Payments must be made and received by us in accordance with the payment instructions that appear on your monthly statements. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have a located bank in US or any similar wording or other endorsement on our payment check, and the check is accepted by us, you will still be responsible for any balance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post our payments as of the business day we receive them as described on our statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. Returned Payment Fee. You will be charged the fee disclosed in Box 10 for each check or payment instrument given in payment which is returned to us or of which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay either the Minimum Payment or any amount over that up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (read more in Case of Errors or Inquiries About Your Bill) and multiplying that amount by two percent (2%). If the resulting amount is more than \$10, it will be reduced to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

11. Late Payment Fee/Charge. There will be a Late Payment Charge in the amount indicated in Box 10 if you do not make the Minimum Payment by the Payment Due Date shown on your statement.

12. If Your Cards or Checks are Lost or Stolen. If someone used your Card(s) or Check(s) without your permission or if they are lost or stolen, notify us immediately. You may call or write. Call toll free 1-800-648-9911 - during from all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. Write in: P.O. Box 9072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount up to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

13. If Your Card or Check is Refused. We are not responsible if aeller, bank or ATM refuses to honor your Card or Check. Although you may lose any special rate that is offered you and regular/standard

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if an authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document repeats a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice in Case of Errors or Inquiries About Your Bill. This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date of the posting date.

18. Authorization to Provide Information. As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15823, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may set or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent as specified.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. Compensation. We may assess your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request that you return the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be charged or cancelled at any time without notice or refund.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. Telephone Monitoring. You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

25. Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

26. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

**SPECIAL RATES**

From time to time, we may offer you special Periodic Rates and terms on your Account either for balance transfer transactions using special checks or other written requests from us provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later). The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a maximum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the Payment Due Date shown on the monthly statement. (This is known as the "grace period".) You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply; when it does not, the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any rate on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing if, as of the review date, the following conditions are met:

• you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month), and

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
: :  
KELLY REIFER, : 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 19<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-20-2007 08:16:22



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

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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, 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.htm>

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: BUPHSLFIVUP*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : 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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

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  
: DOCKET NO.  
KELLY REIFER, :  
Defendant : 07-570-CD

**COPY**

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

APR 12 2007

Attest:

*Wesell*  
Prothonotary/  
Clerk of Courts

**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

7/2/07 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*William J. Shanahan*  
Deputy Prothonotary

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : DOCKET NO.  
Defendant : 07-570-CD

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

APR 12 2007

*William J. Shanahan*  
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. Voelcker*  
LAURINDA J. VOELCKER, ESQUIRE  
Attorney for Plaintiff

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.
4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

**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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 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:  
**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at 0.00% 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.

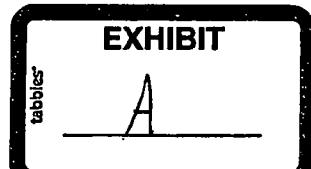
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding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

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.

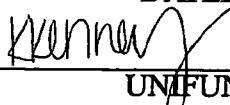
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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

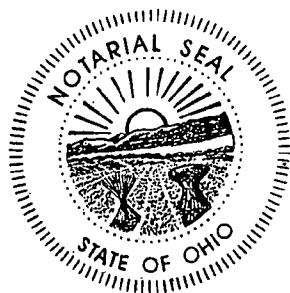
Subscribed and sworn to before me this 9 day of January, 2007  
Year



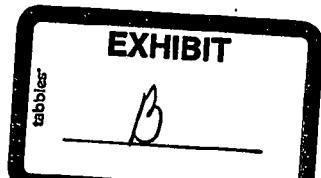
Notary Public

My commission Expires

Client # 634



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



# CHASE Manhattan Bank

\*Your Account was not closed by us because your credit line was exceeded by 50% or more.

If you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account at the six month review date, or in subsequent monthly reviews. If the following 3 conditions are met:

- your Account is open and
- your credit line is not exceeded, and
- you made at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Reports:** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### YOUR BILLING RIGHTS -

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

**Notify Us in Case of Errors or Questions About Your Bill:**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill after the words "Send inquiries To: Write to us no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payment on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

### Special Rule for Credit Card Purchases

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

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

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

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this

Agreement are located in the Pricing Schedule. In this Agreement, "you," "your," or "yours" means each person who applied for the Visa or MasterCard Account. "We," "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account by which you were issued cards and checks imprinted with your name. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

2. Services of This Account. This Account may be used to Purchases from any Seller that accepts the Card and for Advances. 3. To Use Your Card. You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you tell the Seller complete the sales slip for you.

4. Your Responsibilities for This Account. You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they make.

5. Your Credit Line. Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line who available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. Overlimit Fee. If your Account balance (including any finance charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction which causes your credit line to

EXHIBIT

Sequence

Preferred Pricing will apply, if you fail to make any required minimum payment by the Payment Due Date. You may lose regular Standard Preferred Pricing and Non-Preferred Pricing will apply, if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

Balance Transfer transactions will not be eligible for the grace period for Purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance." For existing accounts, we may use the term "Balance Transfer" if the special rates stated in an offer will apply only to Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances." All other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances, as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

#### TERMS FOR PURCHASES

1. **Advances.** An Advance is a cash loan or similar transaction. You may take an Advance as follows: 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATMs or any ATM which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may term as Advances, including but not limited to wire transfers, money orders, travelers checks, gaming transactions, and fax payments. Advances may also be referred to as Cash Advances or Cash.

2. **Declined Check Fee.** You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. **Stop Payment Fee.** You will be charged the fee disclosed in Box 10 for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request, unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request, shall we honor or fail to honor it we used ordinary care.

4. **Limits on Advances.** For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. **Service Charge/Transaction Fee for Advances.** For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. **Our Responsibilities to Honor Checks.** We may not accept your checks if: 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been cancelled or has expired; 5) a postdated check is paid and as a result any other check is returned or not paid, we are not responsible; You may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

##### This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES

##### AND PURCHASES

1. **Calculation of the Finance Charge for Balance Transfers, Advances and Purchases.** That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. Annual Fee. There is an Annual Fee for the Account. You will be charged the Annual Fee disclosed in Box 7 whether or not you have used the Account. If your Annual Fee has been waived, it will be billed when the waiver period has ended, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. Payments. Payments must be made and received by us in accordance with the payment instruments that appear on your monthly statements. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have located "Bank in Law" or any similar wording or other endorsement on the payment check, and the check is accepted by us, you will still be responsible for any balance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post our payments as of the business day we receive them as described on our statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. Returned Payment Fee. You will be charged the fee disclosed in Box 10 for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay after the Minimum Payment or my amount over that is up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (read "Line in Case of Errors or Inquiries About Your Bill") and multiplying that amount by two percent (2%). If the resulting amount is more than \$10, it will be reduced to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

11. Late Payment Fee/Charge. There will be a Late Payment Fee/Charge in the amount disclosed in Box 10 if you do not make the Minimum Payment by the Payment Due Date shown on your statement.

12. If Your Cards or Checks are Lost or Stolen. If someone used your Card(s) or Checks without your permission or if they are lost or stolen, notify us immediately. You may call or write. Call toll free 1-800-648-9911, or write from 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. Write in: P.O. Box 9072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount up to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for liability above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

13. If Your Card or Check is Refused. We are not responsible if aeller, Bank or ATM refuses to honor your Card or Check. Although you

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the Authorization System works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be denied.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document repeats a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us if any adjustment is made. we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

18. Authorization to Provide Information. As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15823, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees, and any court costs in the collection of any amounts you owe under this Agreement.

22. Cancellation. We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be charged or cancelled at any time without notice or refund.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. Telephone Monitoring. You agree that your telephone conversations with us may be monitored and recorded to improve customer service and security.

25. Delinquent Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without using any of them.

26. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

#### SPECIAL RATES

From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later). The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debits in the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the Payment Due Date shown on the monthly statement. (This is known as the "grace period.") You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes Variable Rate Index and Margin information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply.

Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply, when it does not the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index ("the Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing if, as of the review date, the following conditions are met:

- you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month), and

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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 19<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-20-2007 08:16:22



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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, 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: BUPHSLFIVUP*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

Respectfully submitted,



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

**FILED**

SEP 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **103196**

REMIT CORPORATION, Assignee of Unifund CCR

Case # 07-570-CD

vs.

KELLY REIFER

**TYPE OF SERVICE COMPLAINT**

**SHERIFF RETURNS**

NOW January 28, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KELLY REIFER, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	7294	10.00
SHERIFF HAWKINS	THE REMIT CORP	7094	18.02

**FILED**  
03:15 cm  
JAN 28 2008  
CL

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

*Chester A. Hawkins  
by Marilyn Harr*  
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  
: DOCKET NO.  
KELLY REIFER, :  
Defendant : 07-570-CD

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

APR 12 2007

Attest.

*Wendell L. H.*  
Prothonotary/  
Clerk of Courts

**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

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

**KELLY REIFER,** Defendant

: CIVIL-LAW

: DOCKET NO.

07-570-CD Attest.

APR 12 2007

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

William L. Chan  
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. VOELCKER, ESQUIRE  
Attorney for Plaintiff

9/12/07 Document  
Reinstated/~~Reinstated~~ to Sheriff/Attorney

Deputy Prothonotary

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
: :  
KELLY REIFER, : 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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.
4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

### **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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 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:  
**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at 0.00% 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.

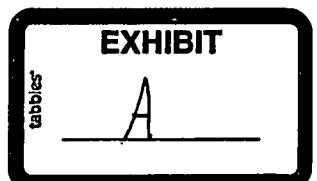
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding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

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.

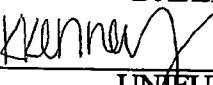
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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

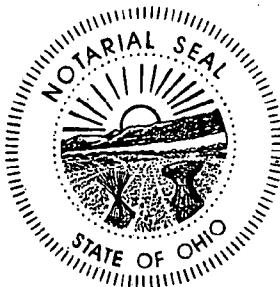
Year



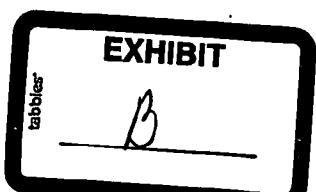
Notary Public

My commission Expires

Client # 634



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



# CHASE Manhattan Bank

"your Account was not closed by us because your credit limit was exceeded by 50% or more.

If you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account at the six month review date, or in subsequent monthly reviews.

If the following 3 conditions are met:

• your Account is open; and

• your credit limit is not exceeded; and

• you made at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Reports:** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT 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 bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill after the words "Send inquiries to: Write to us no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

• Your name and account number.

• The dollar amount of the suspected error.

• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

#### Special Rule for Credit Card Purchases

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

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

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

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

**1. Meaning of Words Used in This Agreement.** "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this

'you', or 'yours' means each person who applied for the Visa or MasterCard Account. 'We', 'us' or 'our' means Chase Manhattan Bank USA, National Association. 'Account' means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your

Account Number. 'Authorized User' means any person to whom you have given permission to use your Account. 'Card' means the Visa or MasterCard card(s) issued in connection with your Account. 'Check' means Chase Convenience Checks. 'ATM' means Automated Teller Machine. 'Chase check' means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. 'Seller' means any merchant, insurance company or its agent or broker

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**EXHIBIT**

**Preferred Pricing will apply if you fail to make any required minimum payment by the Payment Due Date. You may lose regular/standard Preferred Pricing and Non-Preferred Pricing will apply if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.**

Balance Transfer transactions will not be eligible for the grace period for Purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and their related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance". For existing accounts, we may use the term "Balance Transfer". If the special rates stated in an offer will apply only to Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances, as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

**1. Advances.** An Advance is a cash loan or similar transaction you may take an Advance as follows. 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any other ATMs or any ATM which may be provided for you use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the slip. Card 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may term as Advances, including but not limited to wine, fairs, letters, money orders, travellers cheques, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

**2. Declined Check Fee.** You will be charged the fee described in Box 10 hr each Convenience Check or Balance Transfer Check issued which

## TERMS FOR ADVANCES

**TERMS FOR PURCHASES**  
This Agreement and the General Terms apply to Purchases.  
You may use our Services in numbers or for commercial purposes.

## TERMS FOR PURCHASES

You may use your Account to purchase or lease goods and services or to bidding services when making guaranteed reservations or advance deposits.

## SAVING ON SERVICES AND EQUIPMENT AND PURCHASES

**1. Calculation of the Finance Charge for Balance Transfers, Advances and Purchases.** That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

3. **Stop Payment Fee.** You will be charged the fee disclosed in Box 10 for each request you make to us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. **Limits on Advances.** For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. **Service Charge/Transaction Fee for Advances.** For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any man-

minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of the Transaction Fees section of the Financial Statement. The

or **10%** **Minimum**, **Transaction Fees** are paid on **10% Finance Charge**. **Interest** **addition** **of** **Transaction** **Fees** **may** **cause** **the** **Annual** **Percentage** **Rate** **shown** **on** **your** **Statement**.

**5. Our Responsibilities to Honor Checks.** We may not accept your statement.

checks it. 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards

or Cheats have been reported lost or stolen. An Account has been canceled or has expired if a postdated check is paid and as a result any other check is returned or not cashed. You may

**TERMS FOR PURCHASES**

use a Check to pay any amount you owe under this Agreement.

**This Agreement and the General Terms apply to Purchases.**

## TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

## 1. Calculation of the Finance Charge for Balance Transfers

**Determined by using the daily Periodic Rate is calculated separately by Balance Transfers, Advances and Purchases, but using the same**

method (generally known as the "average daily balance, including negative transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balances, Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. Annual Fee. There is an Annual Fee for the Account. You will be charged the Annual Fee deducted in Box 7 whether or not you have used the service. If your Annual Fee has been waived, it will be billed when the waiver period has ended, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. Payments. All payments must be made and received by us in accordance with the payment instruments that appear on your monthly statement. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have "located" paid in U.S. or any similar wording or other endorsement on our payment check, and the check is accepted by us, you will still be responsible for any balance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post our statements as of the business day we receive them as described on our statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. Returned Payment Fee. You will be charged the fee deducted in Box 10 for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay either the Minimum Payment or my amount over shall up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (read "Police" in Case of Errors or Inquiries About Your Bill) and multiplying that amount by two percent (2%). The resulting amount is more than \$10, it will be reflected to the next lowest dollar if the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

11. Late Payment Fee/Charge. There will be a Late Payment Fee/Charge in the amount indicated in Box 10 if you do not make the Minimum Payment by the Payment Due Date shown on your statement.

12. Your Cards or Checks are Lost or Stolen. If someone used our Card(s) or Checks without your permission or if they are lost or stolen, notify us immediately. You may call or write Call toll free 1-800-648-9911 - anytime from all 50 states, Washington D.C., Puerto Rico, and the U.S. Virgin Islands. Write in: P.O. Box 9072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount up to exceed \$50 in any case where your Card(s) are lost or stolen and we fail to contact us within twenty-four (24) hours. You will not be liable for unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

13. If Your Card or Check is Refused. We are not responsible if aeller, Bank or ATM refuses to honor your Card or Check. Although you

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be denied.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill" this notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us, if any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

18. Authorization to Provide Information. As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15821, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law, (1) cancel your credit privileges and require you to pay the unpaid balance immediately; (2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and (3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. Cancellation. We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. Telephone Monitoring. You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

25. Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

26. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

#### SPECIAL RATES

From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests by such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later) The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately to Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the New Balance shown on your monthly statement less any Advance balance by the Payment Due Date shown on the monthly statement. (This is known as the "grace period.") You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply to that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "NA" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply, when it does not, the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing if, as of the review date, the following conditions are met:

- you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month); and

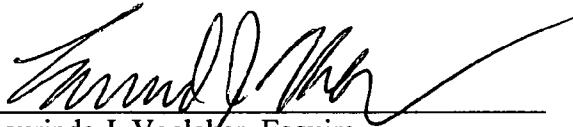
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
: :  
KELLY REIFER, : 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 19<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-20-2007 08:16:22



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

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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: BUPHSLFIVUP*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
: :  
vs. : CIVIL-LAW  
: :  
KELLY REIFER, : 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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

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  
: DOCKET NO.  
KELLY REIFER, :  
Defendant : 07-570-CD

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

APR 12 2007

Attest.

*Wendy J. Voelcker*  
Prothonotary/  
Clerk of Courts

**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

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

KELLY REIFER,  
Defendant

:  
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: CIVIL-LAW  
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:  
: DOCKET NO.  
:  
: 07-570-CD

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

APR 12 2007

*William L. Hagan*  
Attest.

*William L. Hagan*  
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. Voelcker*  
LAURINDA J. VOELCKER, ESQUIRE  
Attorney for Plaintiff

9/12/07 Document  
Reinstated/Resisted to Sheriff/Attorney  
for service.  
*William L. Hagan*  
Deputy Prothonotary

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
KELLY REIFER, : 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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.
4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

**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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

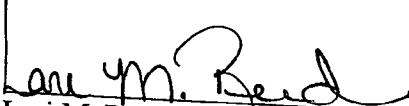
Respectfully submitted,



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, 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:

**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at **0.00% per annum**.

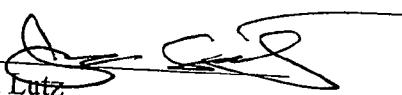
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

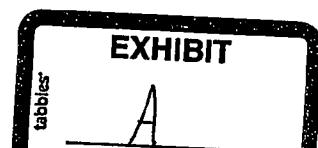
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding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

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.

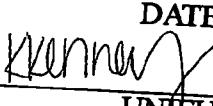
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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

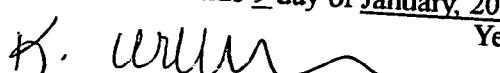
By: Kim Kenney  
Media Supervisor

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



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

Client # 634



# CHASE Manhattan Bank

\* your Account was not closed by us because your credit limit was exceeded by 50% or more.  
 \* you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be restored when we review your Account at the six month review date, or in subsequent monthly reviews, if the following 3 conditions are met:

\* your Account is open and

\* you made at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending as of the review date.

**Consumer Reports:** We may obtain a consumer report on you at any time in the future to review your account.

**FOR OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### YOUR BILLING RIGHTS\*

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

#### NOTICE IF IN CASE OF Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill after the words "Send Inquiries To." Write to us no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

#### Special Rule for Credit Card Purchases

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

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

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

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this Agreement are located in the Pricing Schedule. In this Agreement, "you", "your", or "yours" means each person who applied for the Visa or MasterCard Account. "We", "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account Number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase Check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

2. Services of This Account. This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

3. To Use Your Card. You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

4. Your Responsibilities for This Account. You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amounts owed for the charges they made.

5. Your Credit Line. Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. Overlimit Fee. If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction which causes your credit line to

EXHIBIT

SEARCHED

Preferred Pricing will apply if you fail to make any required minimum payment by the Payment Due Date. You may use regular/standard Preferred Pricing and Non-Preferred Pricing will apply if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

Balance Transfer transactions will not be eligible for the grace period for transfers offered as otherwise stated in the terms of any Balance related promotional balances by different terms. For example, any Balance Transfer, if the special rates stated in an offer will apply only to Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances, as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or treat it as an Advance.

#### TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction you may take an Advance as follows: 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATMs or any ATM which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may lend as Advances, including but not limited to wire transfers, money orders, travelers checks, gaming transactions, and tax payments. Advances may also be referred to as "Cash Advances" or "Cash". 2. Declined Check Fee. You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee disclosed in Box 10 for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request, you must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been canceled or has expired; 5) a postdated check is paid and as a result any other check is returned or not paid; we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

This Agreement and the General Terms apply to Purchases. You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. Calculation of the Finance Charge for Balance Transfer, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately by Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. Annual Fee. If there is an Annual Fee for the Account, you will be charged the Annual Fee deducted in Box 7 whether or not you have used your card during the month, and will then continue to be billed on an 8. Payments. Payments must be made and received by us in accordance with the payment instructions that appear on your monthly statements. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have an "Overdrawn" balance in Box 8 or any similar wording or other endorsement on your payment check, and the check is accepted by us, you will still be responsible for any imbalance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post our statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. Returned Payment Fee. You will be charged the fee disclosed in Box 10 for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay either the Minimum Payment or just be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (read the "In Case of Errors or Inquiries About Your Bill" and multiplying that amount by two percent (2%)). The resulting amount is more than \$10, it will be reduced to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due amounts and, at our option, any amounts in excess of your credit line.

11. Late Payment Fee/Charge. There will be a Late Payment Minimum Payment by the Payment Due Date shown on your statement. Your Cards or Checks are Lost or Stolen. If someone used and/or damaged your magical card or rule, call toll free 1-800-648-9911 - Virgin Islands. Write to: PO. Box 9072, New Hyde Park, New York 11040.

12. If Your Cards or Checks are Lost or Stolen. If someone used and/or damaged your magical card or rule, call toll free 1-800-648-9911 - Virgin Islands. Write to: PO. Box 9072, New Hyde Park, New York 11040. If you may be liable for the unauthorized use of your Card(s) in an amount up to \$500 in any case where your Card(s) are lost or stolen and such unauthorized use is within twenty-four (24) hours you will not be liable for liability above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

13. If Your Card or Check is Refused. We are not responsible if a other Bank or ATM refuses to honor your Card or Check. Although you

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the Authorization System works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document repeats a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill". This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, Inc. or Visa International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, relays this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

18. Authorization to Provide Information. As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15823, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account if we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. Cancellation. We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. Telephone Monitoring. You agree that your telephone calls with us may be monitored and recorded to improve customer service and security.

25. Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

26. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

#### SPECIAL RATES

From time to time, we may offer you special Periodic Rates and terms on your Account, either by balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later). The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases balance, an amount equal to the previous day's ending balance of daily Periodic Rate (or if more than one rate could apply, depending on rate). We then subtract from the appropriate balance any payments or credit posted that day. This gives us the daily balances for Balances Transfers, Advances and Purchases. We then add all of the daily balances separately to Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchases balance, added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the Payment Due Date shown on the monthly statement. (This is known as the "grace period".) You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information or a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the Preferred Customer Pricing Eligibility section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the Preferred rates apply; when it does not, the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an Index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your particular rates, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing if, as of the review date, the following conditions are met:

\* you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month); and

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

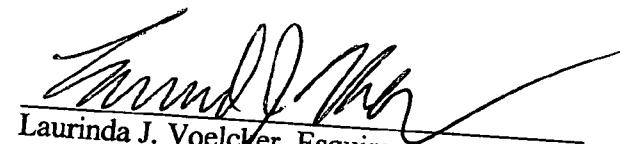
KELLY REIFER,  
Defendant

: CIVIL-LAW  
: DOCKET NO.

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 19<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-20-2007 08:16:22



## Military Status Report

Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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, 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.htm>

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: BUPHSLFIVUP*

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

KELLY REIFER,  
Defendant

: CIVIL-LAW

: DOCKET NO.

**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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

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.  
KELLY REIFER,  
Defendant

FILED

FEB 19 2008  
0/4:00/08

William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Attn  
ISSUED 2  
REINSTATE  
Complaint  
TO SHAW

**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

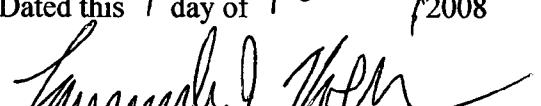
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : DOCKET NO. 07-570-CD  
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, nor has been in such service within thirty days hereof.

Dated this 4<sup>th</sup> day of February 2008

  
\_\_\_\_\_  
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

JAN-31-2008 08:40:37



## Military Status Report

Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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, 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.

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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: **BAAEEXTINQX**

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

KELLY REIFER,  
Defendant

: CIVIL-LAW

: DOCKET NO. 07-570-CD

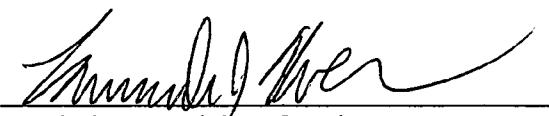
CERTIFICATION OF ADDRESSES

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: Kelly Reifer  
263 Birch Street  
Houtzdale, PA 16651

Respectfully submitted,



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

William A Shaw  
Prothonotary/Clerk of Courts

FEB 19 2008

FILED

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **103783**

REMIT CORPORATION

Case # 07-570-CD

vs.

KELLY REIFER

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW June 20, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KELLY REIFER, DEFENDANT. NOT PERMITTED TO SERVE @ SCI HOUTZDALE.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	8696	10.00
SHERIFF HAWKINS	THE REMIT CORP	8696	23.18

**FILED**  
07:00am  
JUN 20 2008  
*[Handwritten signature]*

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

Day of 2008

*[Handwritten signature]*  
Chester A. Hawkins  
Sheriff

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

VS.

KELLY REIFER,  
Defendant

: CIVIL-LAW

: DOCKET NO.

873

07-570-CD

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

APR 12 2007

Attest.

William S. Brown  
Prothonotary/  
Clerk of Courts

**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

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff : I hereby certify this to be a true  
vs. : and attested copy of the original  
: statement filed in this case.  
: CIVIL-LAW  
KELLY REIFER, : APR 12 2007  
Defendant : DOCKET NO.  
: 07-570-CD Attest.

*William L. Hause*  
Prothonotary/  
Clerk of Courts

NOTICE TO DEFENDANT

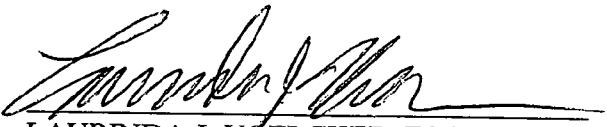
TO THE DEFENDANT:

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. VOELCKER, ESQUIRE  
Attorney for Plaintiff

*Feb 19, 2008* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff  
:  
vs.  
:  
: CIVIL-LAW  
:  
KELLY REIFER,  
Defendant  
:  
: DOCKET NO.  
:

**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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.
4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

**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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

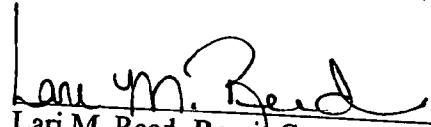
Respectfully submitted,



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:

**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at **0.00% 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 or to sell and assign it again.

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.

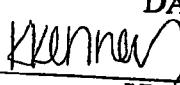
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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



# CHASE Manhattan Bank

If your Account was not closed by us because your credit limit was exceeded by 50% or more, if you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account at the six month review date, or in subsequent monthly reviews, if the following 3 conditions are met:

- your Account is open; and
- your credit limit is not exceeded; and
- you make at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as detailed above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Report:** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### KEEP THIS NOTICE FOR FUTURE USE

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

#### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill after the words "Send Inquiries To: Write to us no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

#### Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will have to pay any finance charges related to any questioned amount. If we don't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

#### Special Rule for Credit Card Purchases

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and the purchase price must have been more than \$50.
- (b) The purchase must have been made within 60 days of the time you made the purchase.

These limitations do not apply if the merchant is located in a state where the law permits you to make a purchase in another state.

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this

"You", or "Yours" means each person who applied for the Visa or MasterCard Account. "We", "Us" or "Our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your "Your" or "Yours" name. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard Card(s) issued in connection with your Account. "Check" means Chase Commerce Checks. "ATM" means Automated Teller Machine. "Chase check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

#### 2. Services of This Account.

This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

3. To Use Your Card. You must sign the panel on the back of your Card Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you tell the Seller complete the sales slip for you.

4. Your Responsibilities for This Account. You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they make.

5. Your Credit Line. Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. Overlimit Fee. If your Account balance (including any finance charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction when you are over your credit

EXHIBIT C

Preferred Pricing will apply if you fail to make any required minimum payment by the Payment Due Date. You may lose regular standard Preferred Pricing and Non-Preferred Pricing will apply if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

Purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance". For existing accounts, we may use the term "Balance Transfer". If the special rates stated in an offer will apply only to Purchase or Advance balances debited on or after the date the Balance Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to Chase, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make to you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

#### TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction you may take an Advance as follows: 1) Using your Checks. These Checks Checks. We will not certify these Checks. 2) Using any of our ATMs or any ATM which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may item as Advances, including but not limited to wire transfers, money orders, travelers checks, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash Advances. Declined Check Fee. You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee described in Box 10 for each request you make to us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit to each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any initial amount of Transaction Fees are also disclosed in Box 9. The of your statement. Transaction Fees are part of the Finance Charge. The Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been cancelled or has expired. If a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. Calculation of the Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the average daily balance, including new transactions method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. **Annual Fee.** If there is an Annual Fee for the Account, you will be charged the Annual Fee deducted in Box 7 whether or not you have used the account period this entered, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. **Payments.** Payments must be made and received by us in accordance with the payment institutions that appear on your monthly statements. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have a checking "bank in USA" or any similar wording or other endorsement on your statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. **Returned Payment Fee.** You will be charged the fee disclosed in Box 10 for each check or payment instrument given in payment which is returned to us or which we cancel process under our normal operating procedures.

10. **Minimum Payment.** You may pay either the Minimum Payment or my amount over that up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting my amount which you have properly notified us are in dispute (read "In Case of Errors or Inquiries About Your Bill") and multiplying that by two percent (2%) if the resulting amount is more than \$10, if less than \$10, it will be increased to \$10. To this amount we add any Past Due amounts and, at our option, any amounts in excess of your credit line.

11. **Late Payment Fee/Charge.** There will be a Late Payment Minimum Payment by the Payment Due Date shown on your statement. Your Cards or Checks are Lost or Stolen. If someone used my Card or Check without your permission or if they are lost or stolen, my charge in the amount disclosed in Box 10 if you do not make the payment in full in any case where your Card(s) are lost or stolen and my Card or Check is used within twenty-four (24) hours. You will not be liable for liability above within the twenty-four (24) hour limit or before the unauthorized use occurs.

12. **If Your Card or Check Is Refused.** We are not responsible if a bank or other financial institution refuses to honor your Card or Check. Although you

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

14. **Monthly Statements.** Each month there is a debt or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. **Sales Slip or Duplicate Statement Fee.** You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not credit if a request for such a document repeats a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. **Billing Errors.** If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and disputes under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. **Currency Conversion.** If you incur a change in foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard published from time to time to its members the conversion procedures is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-settled rate in effect on the day prior to the transaction date, increased by one percent in each case. MasterCard percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

18. **Authorization to Provide Information.** As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you at the time your Account is established.

19. **Disputing Account Information Reported to Credit Bureaus.** We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15821, Wilmington, DE 19850-5821.

20. **Changing the Terms of This Agreement.** We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account if we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. **Default and Collection Costs.** If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. **Cancellation.** We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charge that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or canceled at any time without notice or refund.

23. **Governing Law.** This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. **Telephone Monitoring.** You agree that your telephone conversations with us may be monitored and recorded to improve customer service and security.

25. **Delayed Enforcement.** We may delay enforcing or not enforce any provision of this Agreement without losing any of them.

26. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

#### SPECIAL RATES

From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rates offers. If effect, the balances to which they will be in after the special rates expire, the terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including in the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle is received by us (whichever is later) The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debits to the appropriate balance. We also add to each such Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or 1/ more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the previous day's ending balance of credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The applicable portion of the Pricing Schedule is disclosed in the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the Payment Due Date" shown on the monthly statement. (This is known as the "Grace Period") You may avoid a Finance Charge for Purchases if began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no Transfers for existing accounts only) unless the terms of the Balance Transfer after state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" table or the absence of such information in the Pricing Schedule, that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is presented by the terms "Preferred" or "Non-Preferred", that rate is subject to the Preferred Customer Pricing Eligibility section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply, when it does not, the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or your other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be construed by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing, as of the review date, the following conditions are met:

\* you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month); and

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

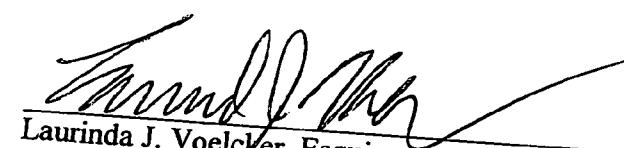
KELLY REIFER,  
Defendant

: CIVIL-LAW  
: DOCKET NO.

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 19<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-20-2007 08:16:22



Military Status Report  
 Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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.htm>

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: BUPHSLFIVUP*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
: :  
KELLY REIFER, : 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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

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.

KELLY REIFER,  
Defendant

: CIVIL-LAW

: DOCKET NO.

07-570-CD

**COPY**

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

APR 12 2007

Attest.

*Wes L. Rose*  
Prothonotary/  
Clerk of Courts

**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

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. :  
KELLY REIFER, :  
Defendant :  
DOCKET NO. :  
07-570-CD

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

APR 12 2007

*William J. Blawie*  
William J. Blawie  
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. Voelcker*  
LAURINDA J. VOELCKER, ESQUIRE  
Attorney for Plaintiff

*Feb. 19, 2007* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*W. J. Blawie*  
Deputy Prothonotary

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff  
:  
vs.  
: CIVIL-LAW  
KELLY REIFER,  
Defendant  
: DOCKET NO.  
:  
:

**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, Kelly Reifer, is an adult individual residing at 263 Birch, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a First USA Bank mastercard credit card on or about March 21, 1999, from Chase Manhattan Bank USA National Association (hereinafter "original creditor"), Account number 5222 7600 0106 5234.
4. Unifund CCR Partners purchased the account of Kelly Reifer from Chase Manhattan Bank USA 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 \$6,786.78 with interest continuing to accrue at 0.00% per annum.
6. Defendant's last payment on this account was made on or about March of 2004.
7. To date the balance is \$6,786.78 principal and \$0.00 interest for a total of \$6,786.78.

**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 her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$6,786.78.
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 \$6,786.78. 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 \$6,786.78 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 her 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 she received the same to her benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$6,786.78.

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 \$6,786.78.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$6,786.78, 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 she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from 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 her 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 \$6,786.78.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$6,786.78 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 \$6,786.78 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

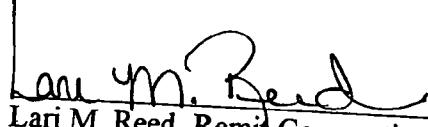
Respectfully submitted,



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, Remington 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:

**Kelly Reifer # 417079  
5222760001065234**

for the sum of **\$6,786.78** arising from unpaid credit card services with interest accruing at **0.00% per annum.**

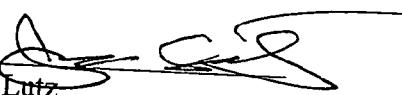
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

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 or to sell and assign it again.

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.

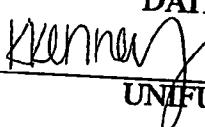
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from KELLY REIFER, Account Number 5222760001065234, the amount of \$6786.78 (principal balance in the amount of \$6786.78 plus interest up through 01/09/2007 in the amount of \$0.00). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 0.00 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Chase Manhattan Bank USA NA's account was issued under the name of FIRST USA BANK. Unifund CCR Partners purchased this account from Chase Manhattan Bank USA NA. 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



# CHASE Manhattan Bank

If your Account was not closed by us because your credit limit was exceeded by 50% or more, if you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account at the six month review date, or in subsequent monthly reviews.

If the following 3 conditions are met:

- your Account is open, and
- your credit limit is not exceeded, and
- you made at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Reports:** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separately credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### KEEP THIS NOTICE FOR FUTURE USE

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

#### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address first set on your bill after the words "Send inquiries to." Write to us no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 bill that are not in question. If we find that we made a mistake on your bill, you will have to pay any missed payments to any questioned amount. If we don't make a mistake, you may have to pay finance charges, and you will have to make up any missed payment on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it's due.

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

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

**Special Rule for Credit Card Purchases**

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

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

These limitations do not apply if the merchant is located in your home state, or if we made you the advertisement for the property or services.

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

**1. Meaning of Words Used in This Agreement.** "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card. As either may be amended from time to time. The numbered Boxes, referenced in this Agreement are located in the Pricing Schedule. In this Agreement, "you", "your", or "yours" means each person who applies for the Visa or MasterCard Account. "We", "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account Number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase Check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

**2. Services of This Account.** This Account may be used for Purchases from any Seller that accepts the Card and for Advances. **3. To Use Your Card.** You must sign the panel on the back of your Card. Authorized Users of any additional Cards should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

**4. Your Responsibilities for This Account.** You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they made.

**5. Your Credit Line.** Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount of your credit line into available credit for Purchases and Advances. If the credit line is charged or limited, you will be notified.

**6. Overlimit Fee.** If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction.

EXHIBIT C

**Preferred Pricing** will apply if you fail to make any required minimum payment by the Payment Due Date. You may lose regular standard Preferred Pricing and Non-Preferred Pricing will apply if you fail to meet the conditions of the "Preferred Customer Pricing" and "Non-Preferred Pricing" sections of this Agreement.

Balance Transfer transactions will not be eligible for the grace period for purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance". For existing accounts, we may use the term "Balance Transfer". If the special rates stated in an offer will apply only to Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All purchases or prior advances in such an offer may be identified as "Prior Purchases" or "Prior Advances" and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Advances, as applicable, is refer to your outstanding Account Balances. If a check, or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

#### TERMS FOR ADVANCES

**1. Advances.** An Advance is a cash loan or similar transaction you may take an Advance as follows: 1) Using your Checks. These Checks Checks. We will not certify these Checks, whose names are pre-printed on the ATM which may be provided for your use by another financial institution or company; 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card; 4) Using the official check mailed to you in response to your request; 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account; 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions (e.g., money orders, travelers checks, gaming transactions, and fax payments). Advances may also be referred to as Cash Advances or Cash. 2. Declined Check Fee. You will be charged the fee disclosed in Box 10, for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if

such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee disclosed in Box 10 for each request you make to us to stop payment on a Check or other form of Advance we make on your behalf, or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or deposited for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The Advances to exceed the nominal Annual Percentage Rate on statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been canceled or has expired; if a postdated check is paid and as a result any other check is returned or not paid, we are not responsible, you may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

This Agreement and the General Terms apply to Purchases. You may use your Account to purchase or lease goods and services or to lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES

##### AND PURCHASES

1. Calculation of the Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. Annual Fleet Lineup & Annual Fee for the Account. You will be held in Account if your Annual Fee has been waived. It will be billed when you make payments. The Annual Fee is non-refundable.

8. Payments. All payments must be made and received by us in accordance with the payment institutions that appear on your monthly statements, and as such, the details of how the authorization system works are listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the date disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owned if a request for such a document repeats a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, International, Inc. or Visa International will convert the charge will be converted by MasterCard International, Inc. or Visa International, Inc. or Visa International will use the conversion procedure published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service.

18. Late Payment Fee/Charge. There will be a Late Payment Minimum Payment by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (read "In Case of Errors or Inquiries About Your Bill") and multiplying that amount by two percent (2%).

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15823, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any

time we have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the date disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owned if a request for such a document repeats a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, International, Inc. or Visa International will convert the charge will be converted by MasterCard International, Inc. or Visa International, Inc. or Visa International will use the conversion procedure published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

18. Authorization to Provide Information. As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15823, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account if we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. Cancellation. We may close your Account at any time. You will be responsible for repaying any purchases, advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. Telephone Monitoring. You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

25. Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

26. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

## SPECIAL RATES

From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written requests from we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rates offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will be in effect after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle if received by us (whichever is later). The Finance Charge on Advances or taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous or other debts to the appropriate balance). We also add to each such balance an amount equal to the previous day's ending balance of daily Periodic Rate (or if more than one rate could apply depending on rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (including days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The applicable portion of the Pricing Schedule are disclosed in the lo line. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the Payment Due Date" shown on the monthly statement. (This is known as the grace period.) You may avoid a Finance Charge for Purchases if began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer after state there will be a grace period, and/or Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "NA" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the Preferred Customer Pricing Eligibility section that appears below. When your Account satisfies the Preferred Customer Pricing conditions, the "Preferred" rates apply, when it does not the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The Index and margin determine the ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or your other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances on your Account will increase on the relevant date, and decreases when the Index decreases on the relevant date, and increases when the Index increases on the relevant date. You to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If Preferred and Non-

Preferred rates appear in the Pricing Schedule, this section applies to

your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred

Customer Pricing. Your Account will retain Preferred Customer Pricing if,

as of the review date, the following conditions are met:

\* you made at least the required minimum payments by their pay-

ment due dates in at least 5 of the last 6 months (including the



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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

KELLY REIFER,  
Defendant

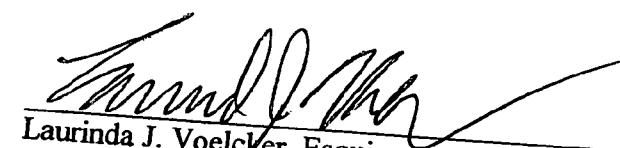
: CIVIL-LAW

: DOCKET NO.

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 19<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-20-2007 08:16:22



Military Status Report  
 Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
REIFER	Kelly		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.htm>

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: BUPHSLFIVUP*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
KELLY REIFER, : 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: Kelly Reifer  
263 Birch  
Houtzdale, PA 16651

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  
: DOCKET NO. 2007-00570-CD  
KELLY REIFER, :  
Defendant :  
:

**PRAECIPE TO DISCONTINUE COMPLAINT**

To The Prothonotary:

Please discontinue the complaint filed by the Plaintiff, REMIT CORPORATION, against Defendant, KELLY REIFER. Plaintiff has been unable to obtain service in this case.

Respectfully Submitted,  
THE REMIT CORPORATION



LAURINDA VOELCKER, ESQUIRE  
Attorney ID 82706  
Attorney for Plaintiff  
The Remit Corporation  
36 W Main St  
PO Box 7  
Bloomsburg, PA 17815  
Telephone 570-387-1873  
Fax 570-387-6474

FILED 3CC P1ft  
05/06/2010  
MAY 06 2010  
S  
William A. Shaw  
Prothonotary/Clerk of Courts