

07-570-CD
Remit Corp. vs Kelly Reifer

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

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

FILED ^{PA \$85.00}
m/1:40 um 1cl Atty
APR 12 2007 ^{um 1cl Shrt}

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
Second & Market Streets
Clearfield, PA 16830
814-765-2641 Ext. 50-51
^{FEB 19, 2007} Document
Reinstated/Reissued to Sheriff/Attorney
for service. *[Signature]*
Deputy Prothonotary

[Signature]
LAURINDA J. VOELCKER, ESQUIRE
Attorney for Plaintiff

^{Sept 12, 2007} Document
Reinstated/Reissued to Sheriff/Attorney
for service. *[Signature]*
Deputy Prothonotary

^{July 2, 2007} Document
Reinstated/Reissued to Sheriff/Attorney
for service. *[Signature]*
Deputy Prothonotary

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
:
: 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.

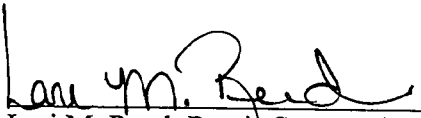
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', written over a horizontal line.

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.

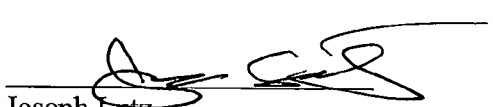
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

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

EXHIBIT

tabbles

A

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

Kenney

UNIFUND CCR PARTNERS

By: Kim Kenney
Media Supervisor

10625 Techwoods Circle Cincinnati, OH 45242
Address

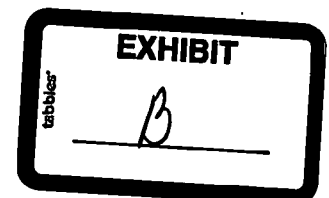
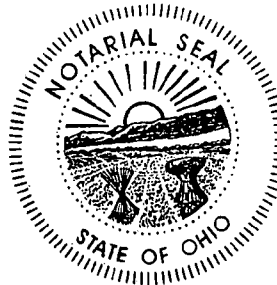
Subscribed and sworn to before me this 9 day of January, 2007
Year

K. Williams

Notary Public

My commission Expires

Client # 634



LINEAR
Mankattan
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 be in Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account at the 6 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 sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

Your Rights and Our Responsibilities After We Receive Your Written Notice

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it really 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.

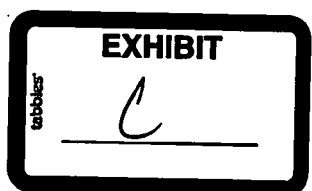
2. Services of This Account. This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

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 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 charge 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 be exceeded.



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 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 wire transfers, money orders, travelers' cheques, gaming transactions, and tax payments. Advances may also be related 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 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 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 related 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 expired, 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 instructions 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 a "debit" card or any other similar wording or other endorsement on your payment card, 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 your 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 properly 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. 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 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 not to exceed \$50 in any case where your Card(s) are lost or stolen and not to exceed \$500 in any case where your Card(s) are not lost or stolen. We will not be liable for the unauthorized use of your Card(s) 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 a teller, 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 for any balance that may remain on your Account. In our sole discretion, we will decide how to apply your payments. Although we post your 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.

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, Inc. 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 15023, Wilmington, DE 19850-5023.

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 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 if 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 Purchases 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 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 "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.


KELLY REIFER,
Defendant

:
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:
: 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 19th 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. Snavelly-Dixon

Mary M. Snavelly-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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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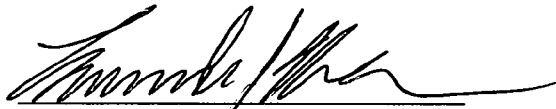
CERTIFICATION OF ADDRESSES

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

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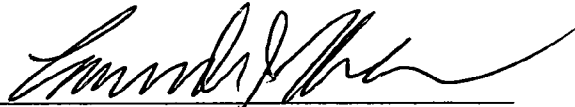
CIVIL-LAW

DOCKET NO. 07-570-CD

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
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APR 12 2007
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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.

KELLY REIFER,
Defendant

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

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Civil Complaint filed in the above matter.

Respectfully Submitted,
THE REMIT CORPORATION



LAURINDA J. VOELCKER, ESQUIRE

Attorney ID 82706

Attorney for Plaintiff

The Remit Corporation

36 W Main St

PO Box 7

Bloomsburg, PA 17815

Telephone 570-387-6470

Fax 570-387-6474

FILED

JUL 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 7.00
2 Compl.
Reinstated to
Sheriff

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

DOCKET NO. 07-570-CD

AFFIDAVIT OF NON-MILITARY SERVICE

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

Dated this 28th 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

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:BPWEEHOQAWR

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
:

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.

KELLY REIFER,
Defendant

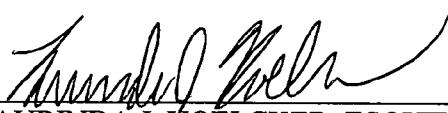
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: DOCKET NO. 07-570-CD
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PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Civil Complaint filed in the above matter.

Respectfully Submitted,
THE REMIT CORPORATION



LAURINDA J. VOELCKER, ESQUIRE

Attorney ID 82706

Attorney for Plaintiff

The Remit Corporation

36 W Main St

PO Box 7

Bloomsburg, PA 17815

Telephone 570-387-6470

Fax 570-387-6474

FILED *Atty. pd.*
m112:40/61 *7:00*
SEP 12 2007 *No CC*

William A. Shaw
Prothonotary/Clerk of Courts
2 Compl.
Reinstated
to Sheriff
WAS

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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: DOCKET NO. 07-570-CD
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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 8th 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. Snavelly-Dixon

Mary M. Snavelly-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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
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: 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
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.

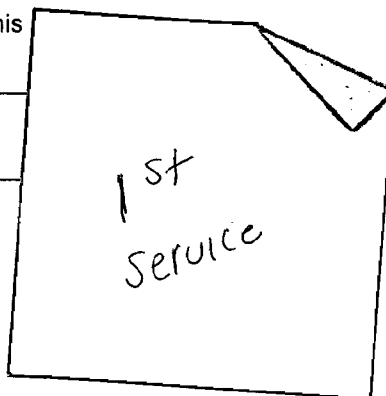
SERVED BY: /

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
by *Michael Hamr*
Chester A. Hawkins
Sheriff

FILED
0131054
SEP 13 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.

KELLY REIFER,
Defendant

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CIVIL-LAW

DOCKET NO.

07-570 -C

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

APR 12 2007

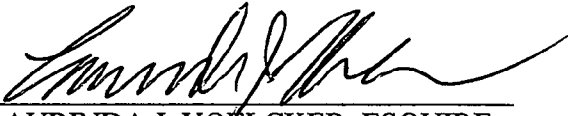
Attest.

William A. Shaw
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

: DOCKET NO.

: 05-570-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 D. Rhee
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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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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.

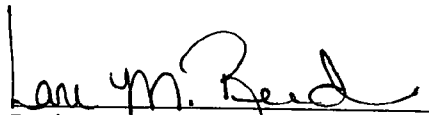
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', written over a horizontal line.

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.

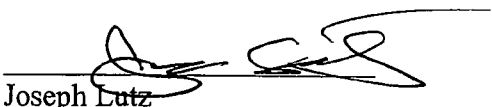
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

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

EXHIBIT

tabbier

A

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

Kenney

UNIFUND CCR PARTNERS

By: Kim Kenney
Media Supervisor

10625 Techwoods Circle Cincinnati, OH 45242
Address

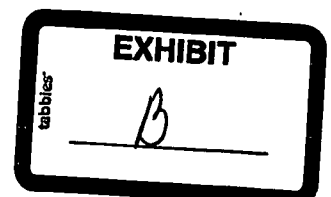
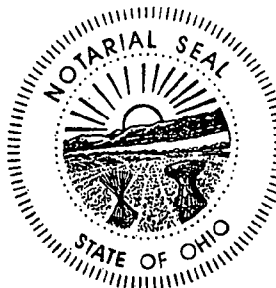
Subscribed and sworn to before me this 9 day of January, 2007
Year

K. Williams

Notary Public

My commission Expires

Client # 634



Use
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 anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

Special Rule for Credit Card Purchases

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

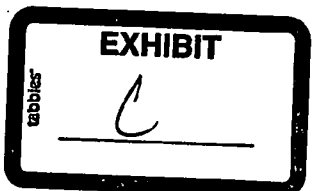
1. **Meaning of Words Used in This Agreement.** "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this Agreement are located in the Pricing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

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 exceeded.



Preferred Pricing will apply, if you fail to make any required minimum payment by the Payment Due Date. You may lose your 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 related 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 Merchant 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 wire transfers, money orders, travelers' checks, gaming transactions, and tax payments. Advances may also be related 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 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; 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 related 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. All payments must be made and received by us in accordance with the payment instructions 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 a "debit" card in full or any similar wording or other endorsement on your payment card, 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 your 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 properly 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. 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 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 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 any 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 a bank, 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 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, Inc. 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 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 for such transfers for 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 if 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 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") 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.

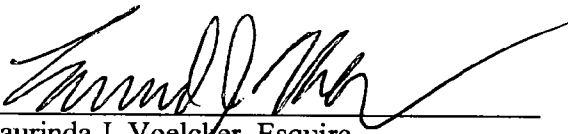
KELLY REIFER,
Defendant

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: 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 19th 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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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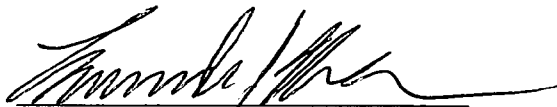
CERTIFICATION OF ADDRESSES

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 *Marlynn Harris*
Chester A. Hawkins
Sheriff

FILED

013-1030
SEP 13 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.

KELLY REIFER,
Defendant

:
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: CIVIL-LAW

: 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


Attest.

William L. Shaw
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/Issued to Sheriff/Attorney
for service.
William D. Shaw
Deputy Prothonotary

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

: 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

Attest.

William D. Shaw
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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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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,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', written over a horizontal line.

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.

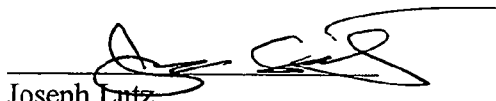
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

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.

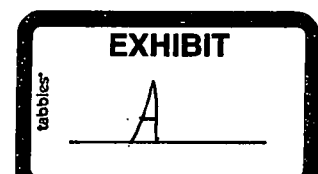
The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

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

Kenney

UNIFUND CCR PARTNERS

By: Kim Kenney
Media Supervisor

10625 Techwoods Circle Cincinnati, OH 45242
Address

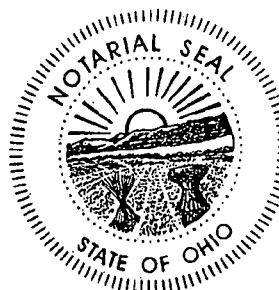
Subscribed and sworn to before me this 9 day of January, 2007
Year

K. Williams

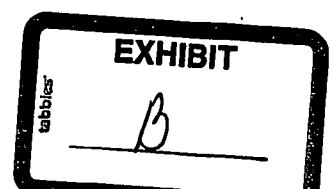
Notary Public

My commission Expires

Client # 634



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



UNAC
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 use 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 sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 let anyone we report you to that you have a question about your bill. And, we must let 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 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 the 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 be exceeded.

EXHIBIT

5/19/99

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 wire transfers, money orders, travelers 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 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 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 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 advised the Annual Fee (discussed in Box 7) whether or not you have used the Account. If your Annual Fee has been waived, it will be billed when your payment 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 instructions 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 a 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 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 properly 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. 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 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 not to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to notify 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 a merchant, 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-limf 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 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 an 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. 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 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 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 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") 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.


KELLY REIFER,
Defendant

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:
: 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 19th 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. Snavelly-Dixon

Mary M. Snavelly-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.

KELLY REIFER,
Defendant

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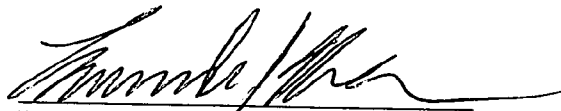
CERTIFICATION OF ADDRESSES

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

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: CIVIL-LAW
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: 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

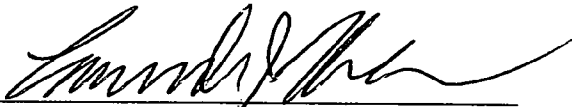
Attest.

William L. Shaw
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/Issued to Sheriff/Attorney
for service.
[Signature]
Deputy Prothonotary

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

: 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

Attest.

[Signature]
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

[Signature]
LAURINDA J. VOELCKER, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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REMIT CORPORATION,
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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,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', with a long horizontal flourish extending to the right.

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.

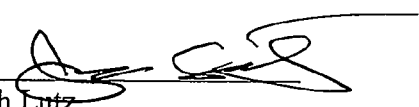
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

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.

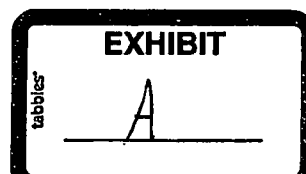
The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

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

Kenney

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

K. Williams

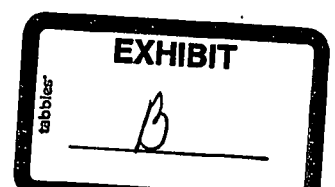
Notary Public

My commission Expires

Client # 634



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



Use
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 use 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 sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong, to stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur. Your Rights and Our Responsibilities After We Receive Your Written Notice.

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 anyone we report you to that you have a question about your bill. And, we must let 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 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 and cannot contain 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.

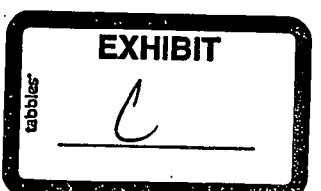
2. **Services of This Account.** This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

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 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 less 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.



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 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 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; 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. There is an Annual Fee for the Account. You will be billed the Annual Fee (discussed 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. All payments must be made and received by us in accordance with the payment instructions that appear on your monthly statement. Payments must be in United States Dollars and drawn on a United States bank or the United States Postal Service. If you have a 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 your 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 discussed 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 properly 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. 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 discussed 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 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 such 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 a bank, 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 discussed 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 delinquency 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. 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 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 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 Purchases 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") 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.

KELLY REIFER,
Defendant

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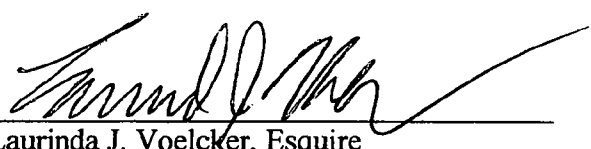
CIVIL-LAW

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 19th 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.

KELLY REIFER,
Defendant

:
:
:
:
: CIVIL-LAW
:
: DOCKET NO.
:

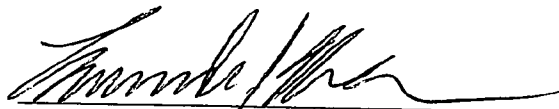
CERTIFICATION OF ADDRESSES

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,

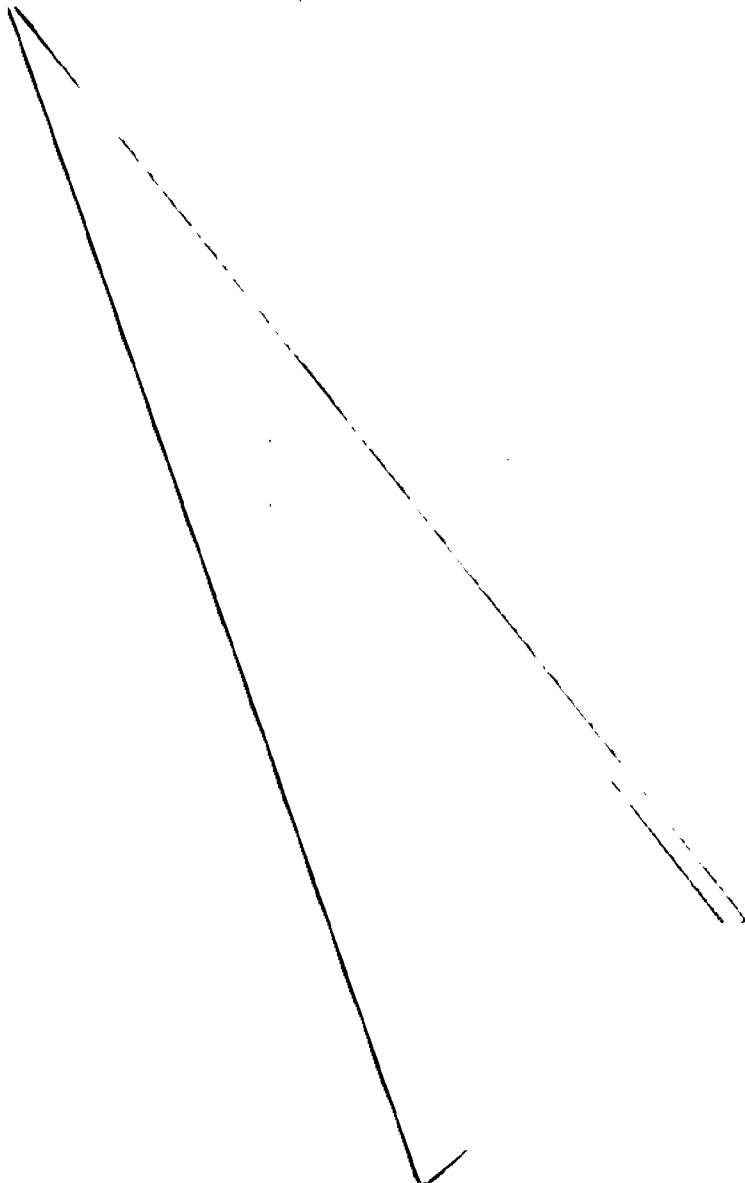


Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-6470

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
(CM)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by *Marilyn Hamr*
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.

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

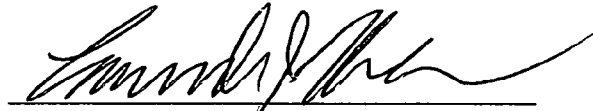
Attest.

William B. 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

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:
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: CIVIL-LAW

: 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

Attest.

William D. Shan
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/Reissued to Sheriff/Attorney
for service.
William D. Shan
Deputy Prothonotary

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
:
: 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,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', is written over a horizontal line.

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.

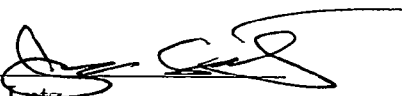
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

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.

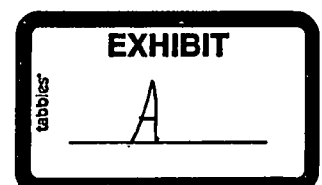
The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

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

Kenney

UNIFUND CCR PARTNERS

By: Kim Kenney
Media Supervisor

10625 Techwoods Circle Cincinnati, OH 45242
Address

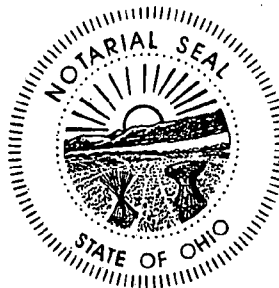
Subscribed and sworn to before me this 9 day of January, 2007
Year

K. Williams

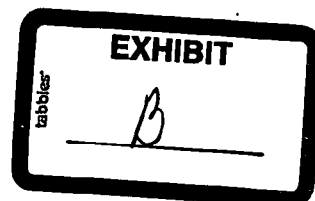
Notary Public

My commission Expires

Client # 634



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



UPSCALE
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 sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 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 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.

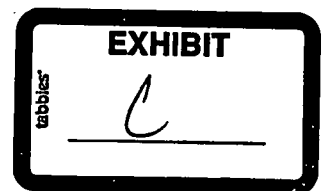
2. Services of This Account. This Account may be used to Purchase from any Seller that accepts the Card and for Advances.

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 be exceeded.



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 wire transfers, money orders, travelers 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 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 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; 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 (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. All payments must be made and received by us in accordance with the payment instructions 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 a "debit" paid in full 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 your 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 properly 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. 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 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 not to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to notify us within twenty-four (24) hours. You will not be liable for such 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 a credit 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 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, Inc. 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 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 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 combined amount of FINANCE CHARGE shown on your monthly statement.

For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$0.50) 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.

KELLY REIFER,
Defendant

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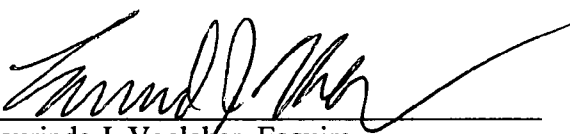
CIVIL-LAW

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 19th 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.

KELLY REIFER,
Defendant

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CIVIL-LAW

DOCKET NO.

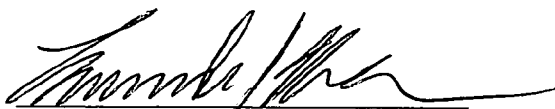
CERTIFICATION OF ADDRESSES

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

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: CIVIL-LAW

: 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

Attest.

William D. 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

vs.

KELLY REIFER,
Defendant

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: CIVIL-LAW

: 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

Attest.

William L. Shaw
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/Returned to Sheriff/Attorney
for service. *William L. Shaw*
Deputy Prothonotary

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.
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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.

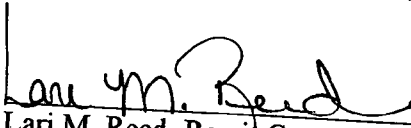
Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Laurinda J. Voelcker', written over a horizontal line.

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.

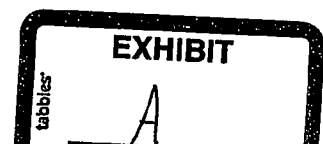
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding 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

Kenney

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

K. Williams

Notary Public

My commission Expires

Client # 634



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



UNSAFE
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 sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 let anyone we report you to that you have a question about your bill. And, we must let 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 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 and contains 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 to Purchase 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 lists 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 charge you 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

signature

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 Transfer transactions posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All Purchases or "Prior Advances", and will be subject to the same terms in Transfer transaction expires. After any special rate from a Balance 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 ATM's 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 the 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 wire transfers, money orders, travelers 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 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. 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 cancelled or has expired; 4) 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 billed for the Annual Fee for the Account. If you have not used the Account for 12 consecutive months, the Annual Fee will be waived. If you have used the Account for 12 consecutive months, the Annual Fee will 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 instructions 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 a payment card, and the card is not a United States Postal Service card, you will 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 your statements as of the business day we receive them as described on 5 days after we post your payment.

9. Returned Payment Fee: You will be charged the fee disclosed in the 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 "In Case of Error or Inquiries About Your Bill"). If the resulting amount is less than \$10, it will be increased to \$10. If the resulting amount is more than \$10, it will be rounded up to the next lowest dollar. 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. If your Card(s) or Checks are Lost or Stolen, if someone used your Card(s) or Checks without your permission or if they are lost or stolen, you must immediately call or write. Call toll free 1-800-648-9911 or write to: PO Box 9072, 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 such 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.

12. If Your Card or Check is Refused: We are not responsible if a credit card 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 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 Error 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. 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 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 being 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 will apply to 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 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 combined amount of FINANCE CHARGE shown on your monthly statement.

For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$0.50) 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 by 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 both 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.

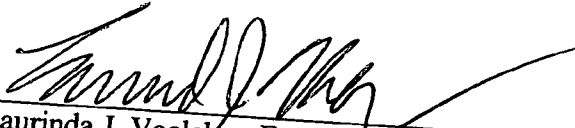
KELLY REIFER,
Defendant

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:
: 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 19th 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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
:
: DOCKET NO.
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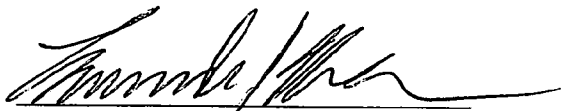
CERTIFICATION OF ADDRESSES

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

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

FEB 19 2008

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William A. Shaw
Prothonotary/Clerk of Courts

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ISSUED 2

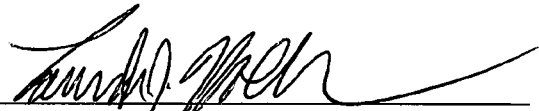
REINSTATED
COMPLAINTS
TO SHB

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

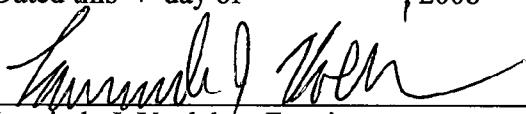
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

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, not has been in such service within thirty days hereof.

Dated this 4th 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. Snavelly-Dixon

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

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

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

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

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

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

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: 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
9/3:00cm
JUN 20 2008
(15)

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

William A. Shaw
Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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Plaintiff

vs.

KELLY REIFER,
Defendant

:
:
:
:
: CIVIL-LAW
:
: 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

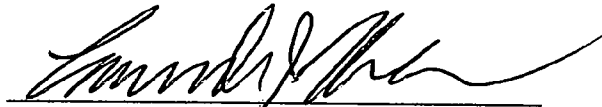
Attest.

William D. Shaw
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

Attest.

William A. Shaw
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 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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
:
: 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,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', with a long horizontal flourish extending to the right.

Laurinda J. Voelcker, Esquire

Attorney for Plaintiff

PA ID #82706

Remit Corporation

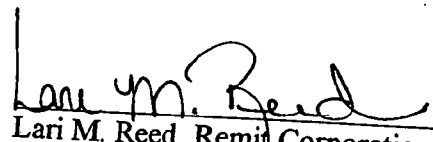
36 West Main Street

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

Kenney

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

K. Williams

Notary Public

My commission Expires

Client # 634



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



UNSAFE
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 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 sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it truly is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if you 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 mailed you the advertisement for the property or services.

MASTERCARD® and VISA® CARDMEMBER AGREEMENT

GENERAL TERMS

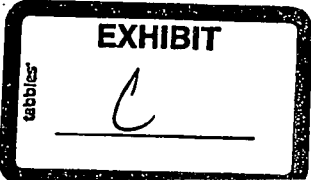
1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this Agreement are located in the Pricing 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 by which you were issued cards and checks impinged 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 billed 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 until you are over your credit line even if we authorize the transaction when you are over your credit



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 Purchases or "Prior Advances", and will be subject to the same terms in Transfer transaction expires. After any special rate from a Balance 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 cash these Checks. 2) Using any of our ATM's 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 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 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 limit; 2) your Check or payment check is postdated; 3) your Cards canceled or has expired; 4) 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 by method (generally known as the "average daily balance" method) for 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 your payment 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 instructions 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 a 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 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 any amount over that up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. 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%). 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 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 not to exceed \$50 in any case where your Card(s) are lost or stolen and not to exceed \$500 in any case where your Card(s) are lost or stolen and 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 a merchant, 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 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 delinquencies 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. 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 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 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 will apply to 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 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 Purchases 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, 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") 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.

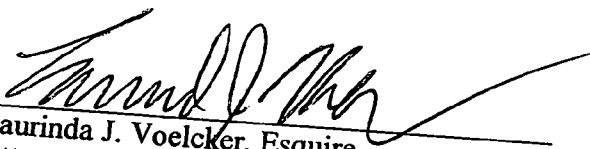
KELLY REIFER,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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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 19th 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. Snavelly-Dixon

Mary M. Snavelly-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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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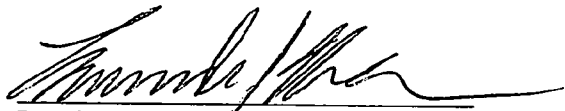
CERTIFICATION OF ADDRESSES

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

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: CIVIL-LAW
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: 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

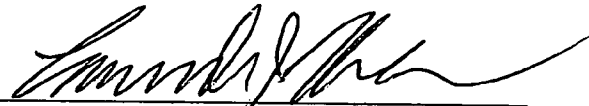
Attest.

William H. 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

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: CIVIL-LAW

: 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

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

NOTICE TO DEFENDANT

TO THE DEFENDANT:

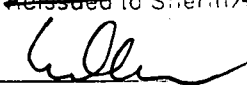
YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses 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, 2006 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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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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.

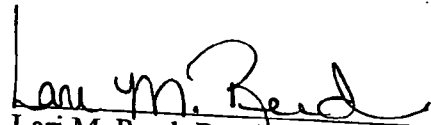
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', with a long horizontal flourish extending to the right.

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

Kenney

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

K. Williams

Notary Public

My commission Expires

Client # 634



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



UNSAFE
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 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 sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong, to stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur. Your Rights and Our Responsibilities After We Receive Your Written Notice.

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 letting 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 let 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 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 impinged 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.

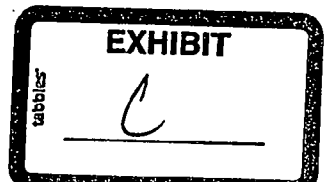
2. Services of This Account. This Account may be used for purchases from any Seller that accepts the Card and for Advances.

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.



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 "Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account, we may use the term "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 in a way that 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 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 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 actual 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 canceled or has expired; 4) 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

11. If Your Card or Check Is Refused. We are not responsible if a merchant, Bank or ATM refuses to honor your Card or Check. Although you

...changing the terms of This Agreement. We may change any

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 will apply to 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 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 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") 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.

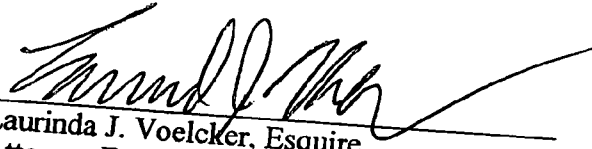
KELLY REIFER,
Defendant

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: CIVIL-LAW
:
: DOCKET NO.
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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 19th 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. Snavelly-Dixon

Mary M. Snavelly-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.

KELLY REIFER,
Defendant

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: CIVIL-LAW
:
: DOCKET NO.
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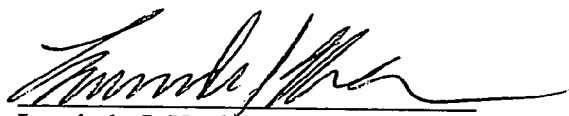
CERTIFICATION OF ADDRESSES

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

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: CIVIL-LAW
:
: DOCKET NO. 2007-00570-CD
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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

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01:44pm
MAY 06 2010

William A. Shaw
Prothonotary/Clerk of Courts