

07-1238-CD

Comm Fin. System Vs Susan K. Eyerly

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of CITIBANK

NO. 07-1238-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SUSAN K. EYERLY

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.

PA I.D. No. 37942

Charles F. Bennett, Esq.

PA I.D. No. 30541

Joel E. Hausman, Esq.

PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213

Telephone: 412-682-1466

Fax: 412-682-3138

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William A. Shaw
Prothonotary/Clerk of Courts

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Deputy Prothonotary

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NOTICE TO DEFEND

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

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

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

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


COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504 and as the assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Citibank (South Dakota), a National Association sold, assigned and transferred to Unifund Portfolio A, LLC all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Unifund CCR Portfolio A LLC, assigned the agreement to Plaintiff. Assignors had the right to assign the agreement. Copies of the assignments are attached hereto as Exhibit "A" and "B".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 1668 Cooper Ave, Grassflat, Clearfield County, Pennsylvania 16839.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card and/or loan by Plaintiff at the terms and conditions agreed upon by the parties. A true and correct copy of the parties agreement is attached hereto as Exhibit "C".
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$7,865.01, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "D" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 29.99% per annum on the balance due from October 29, 2005.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$7,865.01, with appropriate additional interest from October 29, 2005, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

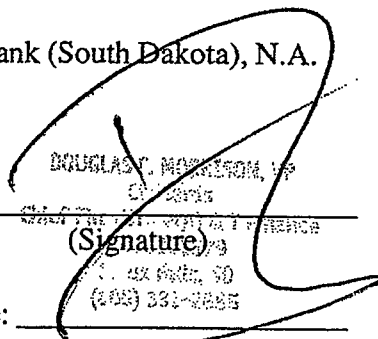
THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of August 26, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Portfolio A, LLC, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated August 26, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Citibank (South Dakota), N.A.

By: _____

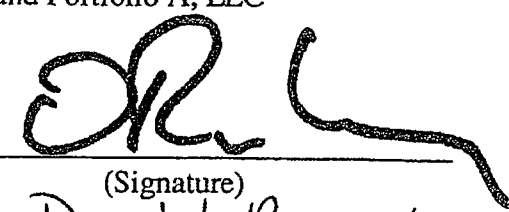

DOUGLAS T. MORRISON, VP
Citibank
(Signature)

Name: _____

Title: _____

Unifund Portfolio A, LLC

By: _____


(Signature)

Name: _____

Title: _____

EXHIBIT

A

unifund

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of October 26, 2005 (the "Agreement"), does hereby sell, assign, and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on October 26, 2005

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By David Rosenberg
David Rosenberg
President

For Unifund Use ONLY

12

Client #	PID	CID #

EXHIBIT B

Notify Us In Case of Errors or Questions About Your Bill

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address shown on the front of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 25 days telling us that you still refuse to pay, we must report that you are disputing your balance. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone to whom we report that the matter has been settled between us when it is finally settled.

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

Special Rule for Credit Card Purchases

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

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

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. A claim under this special rule may not exceed the amount actually billed to your account and does not apply to purchases made outside the United States.

CITIBANK

© 1996 Citibank (South Dakota), N.A. Member FDIC

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Rev. 9/96 Pr.7/97

G/P

CITIBANK CARD AGREEMENT

The Agreement and the folder containing the card are your Citibank Card Agreement. The folder contains important account information, including the annual percentage rate and an indication whether there is a membership fee. Please read and keep both the folder and this Agreement for your records.

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

Credit Lines

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

Using Your Account

The card must be signed to be used. The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash at any bank or automated teller machine that accepts the card or by use of Citibank checks. The total amount charged on your account, including purchases, cash advances, finance charges, fees, or other charges, must always remain below your credit line.

Additional Cards

You may request additional cards on your account for yourself or others and you may permit another person to have access to the card or account number. However, if you do, you are liable for all charges made by those persons. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Membership Fee

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

Billing

Each month we will send you a billing statement if there is activity on your account. It shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit, an itemized list of current charges, Citibank checks, payments and credits, a summary showing separately the purchase and cash advance balances, finance charges on each balance, and other important information. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

EXHIBIT C

How We Determine the Balance:

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

Annual Percentage Rate for Purchases and Cash Advances:

Your ANNUAL PERCENTAGE RATE and the corresponding monthly and daily periodic rates appear on the label containing the card. The monthly periodic rate is the applicable annual percentage rate divided by 12. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate may be variable. Whether or not the rate varies is indicated on the label containing the card.

Variable Annual Percentage Rate for Purchases and Cash Advances:

If your account has a variable ANNUAL PERCENTAGE RATE, we calculate the rate by adding the fixed percentage amount that appears on the label containing the card to the U.S. Prime Rate published in *The Wall Street Journal* on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion.

Any increase or decrease in the variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. Each time the variable annual percentage rate changes, we will apply it to any existing purchase and cash advance balances, subject to any introductory or promotional rate offer that may apply. The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

If you fail to meet the requirements of this or any other Citibank Card Agreement, we may immediately increase the variable ANNUAL PERCENTAGE RATE (including any introductory rate or promotional rate) on any existing purchase and cash advance balances to a higher rate of 12.5% plus the Prime Rate as determined above. This higher rate will not be lower than 19.5%. Your account may be eligible for the lower variable annual percentage rate on new purchases and cash advances after you have met the terms of this and any other Citibank Card Agreement for six months.

Introductory and Promotional Rate Offers:

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

Finance Charges on Purchases:

We will charge a finance charge for purchases if you did not pay the total

New Balance listed on the last billing statement in full by the payment due date as follows:

* We start with the Previous Balance on purchases at the beginning of billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

* On each day of the billing period we subtract payments, add new purchases and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase.

* We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.

* We multiply the balance subject to finance charge by the applicable daily periodic rate. The resulting amount is your FINANCE CHARGE on purchases.

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

Finance Charges on Cash Advances:

We will charge a finance charge on cash advances from the day you take them until the day we receive payment in full as follows:

* We start with the Previous Balance on cash advances at the beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

* On each day of the billing period we subtract payments, add new cash advances and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add cash advances to the balance on the day they are taken.

* We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.

* We multiply the balance subject to finance charge by the applicable daily periodic rate and then multiply the resulting amount by the number of days in the billing period. This resulting amount is your FINANCE CHARGE on cash advances.

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

Cash Advance Transaction Fee:

For each cash advance obtained at an automated teller machine (ATM), through a Citibank check, or at a financial institution (without using an ATM), we will add an additional FINANCE CHARGE of 2.0% of the advance, not less than \$2. We will add this fee to the cash advance balance. The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

Minimum Finance Charge:

We assess a minimum FINANCE CHARGE of \$30 if your finance charge

interest
rate

for purchases or cash advances is less than \$50. We add the amount to either the purchase or cash advance balance at our discretion.

Credit Balance:

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

Security Interest for Secured Accounts:

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

Charges Made in Foreign Currencies:

FOR VISA® ACCOUNTS: If a charge is incurred in a foreign currency, Visa International will convert the charge into a U.S. dollar amount using its most recently published procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by an international reimbursement rate in each case. Visa retains this international reimbursement rate as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

FOR MASTERCARD ACCOUNTS: If a charge is incurred in a foreign currency, MasterCard International, Inc. will convert the charge into a U.S. dollar amount using its most recently published conversion procedures in effect at the time 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 one day prior to the processing date, increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

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

- The New Balance on the billing statement if it is less than \$50; or
- \$50, if the New Balance is at least \$50 and not greater than \$2,400; or
- If the New Balance exceeds \$2,400, 1% of the New Balance (rounded down to the nearest dollar).

You must pay at least the minimum amount due each month, but you may pay more at any time without a penalty. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you on the billing statement. If you choose to skip a payment when alerted, we will continue to assess finance charges.

Payments:

Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements.

without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You must pay us in U.S. dollars drawn on funds on deposit in the United States. However, we reserve the right to accept payments made in foreign currency. If we do, we will charge a currency conversion fee based upon the conversion rates existing at the time of conversion.

Over-the-Credit Line Fee:

We will add a \$20 fee to the purchase balance for each billing period that the New Balance exceeds your credit limit.

Late Fee:

We will add a \$20 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.

Returned Payment Fee:

We will add a \$20 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check is not honored, even if it is paid upon resubmission.

Chibank Checks:

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

Returned Chibank Check Fee:

We will add a \$20 fee to the cash advance balance if we decline to honor a Chibank check. Among the reasons for our decline are that the check would cause the balance to exceed your cash advance limit or credit line, that you are in default, that you did not comply with our instructions regarding the check, that your account has been closed, or that the card has expired.

Stop Payment Fee:

We will add a \$20 fee to the cash advance balance when payment of a Chibank check is stopped at your request. You may stop payment on a Chibank check by notifying us in writing at P.O. Box 5500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

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

Lost or Stolen Cards, Account Numbers or Chibank Checks:

If any card, account number or Chibank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you

to provide certain information in writing to help us find out what happened. Don't use the card or the Citibank checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the card, but not for more than \$50. You won't be liable for any unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default

You are in default if you fail to pay the minimum payment listed on each billing statement on time, file for bankruptcy, exceed your credit line without our permission, or default on any other Citibank Card Agreement. If you are in default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a savings account or certificate of deposit, we may use the deposit amount to pay any amount you owe us. But of course, you don't want me to happen. Call us first and let us try to help you.

Collection Costs

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

Customer Privacy

We will not sell information about you or your account to non-Citibank companies. On occasion, however, we will allow certain companies to offer specially selected products and services to you through the mail or by telephone. These companies will not be allowed to retain any information about you or your account unless you agree to purchase their product or service. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

Telephone Monitoring

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

Information Reporting

We may report your performance under this Agreement to credit reporting agencies including your failure to make minimum payments on time. A negative credit report may significantly harm your ability to obtain credit from other sources. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). We may exchange information about you or your account with our Citibank affiliate, and our Citibank affiliates may perform certain customer service and payment processing functions for your account. Otherwise, no one else will be given information about your account without your permission or proper legal authority. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

Correcting Your Credit Report

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

those agencies. Your statement will become a part of your credit record then.

Closing Your Account

You may close your account at any time by notifying us in writing. How you remain responsible to pay the balance according to the terms of the Agreement. We may close your account or suspend your account, print or Citibank checks at any time without prior notice. We may also return different card, account number, or different checks at any time. You may return the card or the Citibank checks to us upon request.

Refusal of the Card

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

Changing this Agreement

We can change this Agreement, including all fees and the annual percent rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at or under the terms of the unchanged Agreement. Otherwise, the change in the notice is binding on you. Use of the card after the effective date of a change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Delay in Enforcement

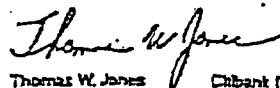
We may need time to look into certain matters and can delay enforcing rights under this Agreement without losing them.

Applicable Law

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

For Further Information

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



Thomas W. Jones
President & CEO

Citibank (South Dakota), N.A.
P.O. Box 5000
Sioux Falls, SD 57117

1996 Citibank (South Dakota), N.A.

What To Do If There's An Error In Your Bill - Your Billing Rights. Keep This Notice For Future Use.

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



Collector Window

Debtor ID: 2751106 Type: Consumer Sts: 311-Atty handling for C
 Name: SUSAN KEYERLY
 Address: 1668 COOPER AVENUE
 GRASSFLAT PA 16839
 Phone: 717-434-3333

Connections Results

API Descr: Report Date: []

Post-Dated Checks

Del Post: Scheduler
 Post Date: [] Post Amount: \$0.00 Sts: []

Account Details Window

ID: 2751106 Status: 311-Atty handling for CFSI
 Date: 03/26/2007
 Clt ID: 5380
 Orig Clt: UNIVERSAL CARD SERVICE
 Clt Ref No: CIT0542
 Bureau Report: [] Last Report: 02/25/2007
 Debt Descr: 03/17/2008, CLEARFIELD, PA_Rest Of State
 Comments: 5491130020656393

Debt Type: PCD
 Coll Plan: 007
 Fee Plan: AAA
 Cont Plan: UNI
 Sales Rep: []
 Int Rate: 29.99
 Last Pmt: \$255.00
 Service Date: 01/31/2000
 Last Charge Date: []
 First Delinquency: 01/16/2004
 Charge Off Date: []
 List Date: 10/28/2005
 Int Calc Date: 11/09/2006
 Last Pmt Date: 07/26/2006
 Statute Date: []

Account Details (gross/fil)

Name	Stat	Serv Date	Princ Bal	Int Bal
Commonwealth Financial	ATY	01/31/2000	\$3,063.03	\$4,628.4

Show Acct: [] Edit ECDA: [] View Assoc: 1 accounts
 Principal: \$3,063.03 Interest: \$4,628.4

Activity History

Display activity time as: Local User time Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
03/19/2007	11:30:56 AM	203	sent letter to DJ office to have cas
03/19/2007	11:30:56 AM	203	without prejudice, upon receipt I th
03/19/2007	11:30:56 AM	203	Apple & Apple
03/19/2007	11:31:03 AM	203	Email Assist from 203 to 142.
03/19/2007	1:17:17 PM	142	AC50: TR NA
03/26/2007	3:14:00 PM	219	Automatic Debtor status change fr

Principal	Original	Accrued	Adjustments	Paid	Balance
\$5,788.03	\$0.00	\$0.00	\$0.00	\$2,725.00	\$3,063.03
\$3,034.84	\$1,593.64	\$0.00	\$0.00	\$0.00	\$4,628.49
\$123.50	\$0.00	\$0.00	\$0.00	\$0.00	\$123.50
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$115.00	\$0.00	\$65.00	\$50.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				Balance	\$7,865.01

EXHIBIT D

Cancel

Report Menu

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

5-16-07
Date:


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 107563

CFSI File No. 2751106

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of CITIBANK

NO.2007-01238-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SUSAN K. EYERLY

Defendant(s)

PRAECIPE TO REINSTATE
COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.

PA I.D. No. 37942

Charles F. Bennett, Esq.

PA I.D. No. 30541

Joel E. Hausman, Esq.

PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone: 412-682-1466

Fax: 412-682-3138

FILED
OCT 01 2007
m/2:50 PM
Any pd.
7:00
1 Complaint
Reinstated to
Sheriff
GK
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of CITIBANK

NO.2007-01238-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SUSAN K. EYERLY

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 11 Apr 07

By: 

Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., Assignee of
Citibank,
Plaintiff

vs.

SUSAN K. EYERLY,
Defendant

CIVIL DIVISION

No. 07 - 1238 - CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of:

Defendant, SUSAN K. EYERLY

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED 3cc Ally
9/9:13 am Colavecchi
OCT 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

COMMONWEALTH FINANCIAL SYSTEMS, :
INC., Assignee of Citibank, : No. 07 - 1238 - CD
Plaintiff :
vs. :
SUSAN K. EYERLY, :
Defendant :

*DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT*

Defendant, Susan K. Eyerly, through her attorney, Paul Colavecchi, Esquire, files Preliminary Objections to the Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about October 1, 2007, alleging a credit card account between Defendant and Citibank.

2. Plaintiff alleges there is an unpaid balance on the credit card account of Seven Thousand Eight Hundred Sixty-five Dollars and One Cents (\$7,865.01).

3. Plaintiff failed to attach a copy of the alleged credit card agreement between Defendant and Citibank.

4. Plaintiff failed to attached a copy of the alleged credit card agreement between Defendant Citibank which would include the signature of the Defendant setting forth that she agreed to the terms set forth therein.

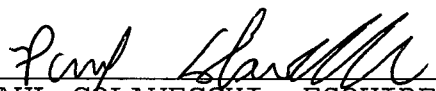
5. Plaintiff has failed to produce detailed statements of the account showing all purchases and/or charges made on said account and how Plaintiff calculates the amount claimed to be due.

6. Plaintiff fails to state what, if any charges were made for interest, late fees and other various items which may have been imposed by Plaintiff and the legal authority for such charges.

7. In addition, Plaintiff attached an Agreement to the Complaint which appears to be boilerplate language in a Citibank card agreement but does not include the signature of Defendant or any verification that the Defendant ever agreed to be bound by this Agreement.

9. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement, a detailed monthly statement of the account setting out purchases and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff in order to enter into a proper defense of the claims and further does not show how this account fits into the Pennsylvania Statute of Limitations.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.


PAUL COLAVECCHI, ESQUIRE
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., Assignee of
Citibank,

Plaintiff

vs.

SUSAN K. EYERLY,

Defendant

CIVIL DIVISION

No. 07 - 1238 - CD

RULE

Filed on Behalf of:

Defendant, SUSAN K. EYERLY

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3CC Atty
014:00/01 P. Colavecchi
OCT 31 2007 (GR)

William A. Shaw
Prothonotary/Clerk of Courts

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

COMMONWEALTH FINANCIAL SYSTEMS, :
INC., Assignee of Citibank, : No. 07 - 1238 - CD
Plaintiff :
vs. :
SUSAN K. EYERLY, :
Defendant :

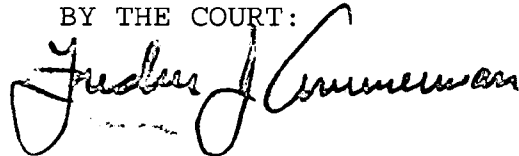
RULE

AND NOW, this 31st day of October, 2007, upon
consideration of the foregoing Preliminary Objections to
Plaintiff's Complaint filed on behalf of the Defendant, a Rule is
issued on the Plaintiff to appear and show cause why the relief
requested therein should not be granted.

Rule made Returnable the 21st day of November,
2007, at 10:30 A.M., Clearfield County Courthouse, Courtroom No.
1.

A total of one-half (1/2) hour has been set aside for this
hearing.

BY THE COURT:



JUDGE

FILED

OCT 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/31/07

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

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

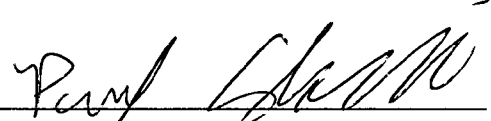
COMMONWEALTH FINANCIAL :
SYSTEMS, INC., Assignee of :
Citibank, :
Plaintiff :
vs. : No. 07 - 1238 - CD
SUSAN K. EYERLY, :
Defendant :

CERTIFICATE OF SERVICE


The undersigned hereby certifies that on November 5, 2007, a true and correct copy of a Rule dated October 31, 2007 in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Charles F. Bennett
Attorney at Law
4650 Baum Boulevard
Pittsburgh, PA 15213

DATE: November 5, 2007


PAUL COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED *NO cc*
0110131664
NOV 07 2007


William A. Shaw
Prothonotary/Clerk of Courts

6A

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

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
Plaintiff

vs.

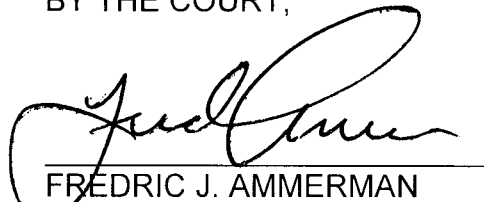
SUSAN K. EYERLY,
Defendant

NO. 07-1238-CD

ORDER

NOW, this 21st day of November, 2007, it is the ORDER of this Court that the Defendant's Preliminary Objections to the Plaintiff's Complaint be granted. The Plaintiff shall have no more than 60 days from this date to file an Amended Complaint which shall contain a true and correct copy of the agreement entered into by the Defendant at the time the credit card was issued as well as a detailed statement of the account showing purchases made and calculation of all interest charges, late fees, attorney's fees and any other costs or charges which are part of the demand for payment.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

NOV 21 2007

0/4:00/✓
William A. Shaw
Prothonotary/Clerk of Courts (OK)

CERT TO ATTY

BENNETT
+

COUPAVERCHI

DATE: 11-21-07

☐ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

FILED

NOV 2

William A. ...
Prothonotary/Clerk

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103064**

COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee of CITIBANK

Case # 07-1238-CD

vs.

SUSAN K. EYERLY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 21, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO SUSAN K. EYERLY, DEFENDANT. NEW: 119 2ND ST., CENTRE HALL, PA. 16828.

PHONE #: 814-441-2033

SERVED BY: /

Return Costs

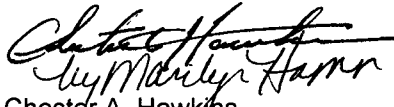
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	15892	10.00
SHERIFF HAWKINS	APPLE	15892	35.34

FILED
012:41391
DEC 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of CITIBANK

NO. 07-1238-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SUSAN K. EYERLY

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

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

AUG 01 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

**COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of CITIBANK**

**NO.
IN CIVIL ACTION**

-vs- Plaintiff(s)

SUSAN K. EYERLY

Defendant(s)

NOTICE TO DEFEND

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

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

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

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


COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504 and as the assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Citibank (South Dakota), a National Association sold, assigned and transferred to Unifund Portfolio A, LLC all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Unifund CCR Portfolio A LLC, assigned the agreement to Plaintiff. Assignors had the right to assign the agreement. Copies of the assignments are attached hereto as Exhibit "A" and "B".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 1668 Cooper Ave, Grassflat, Clearfield County, Pennsylvania 16839.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card and/or loan by Plaintiff at the terms and conditions agreed upon by the parties. A true and correct copy of the parties agreement is attached hereto as Exhibit "C".
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$7,865.01, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "D" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 29.99% per annum on the balance due from October 29, 2005.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$7,865.01, with appropriate additional interest from October 29, 2005, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of August 26, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Portfolio A, LLC, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated August 26, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Citibank (South Dakota), N.A.

By: _____

DOUGLAS C. MORRISON, VP

Citibank

(Signature)

Name: _____

1000 10th Ave, SD
(605) 331-3335

Title: _____

Unifund Portfolio A, LLC

By: _____

(Signature)

Name: _____

David Rosenberg

Title: _____

Member

EXHIBIT

A

unifund

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of October 26, 2005 (the "Agreement"), does hereby sell, assign, and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on October 26, 2005

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By David Rosenberg
David Rosenberg
President

For Unifund Use ONLY

Client #	PID	CID #

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

In your letter, give us the following information:

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

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

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 25 days telling us that you still refuse to pay, we must report that you are disputing your balance. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone to whom we report that the matter has been settled between us when it is finally settled.

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

Special Rule for Credit Card Purchases.

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

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

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. A claim under this special rule may not exceed the amount actually billed to your account and does not apply to purchases made outside the United States.

CITIBANK CARD AGREEMENT

This Agreement and the folder containing the card are your Citibank Card Agreement. The folder contains important account information, including the annual percentage rate and an indication whether there is a membership fee. Please read and keep both the folder and this Agreement for your records.

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

Credit Lines:

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

Using Your Account:

The card must be signed to be used. The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash at any bank or automated teller machine that accepts the card or by use of Citibank checks. The total amount charged on your account, including purchases, cash advances, finance charges, fees, or other charges, must always remain below your credit line.

Additional Cards:

You may request additional cards on your account for yourself or others and you may permit another person to have access to the card or account number. However, if you do, you are liable for all charges made by those persons. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Membership Fee:

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

Billing:

Each month we will send you a billing statement if there is activity on your account. It shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit, an itemized list of current charges, Citibank checks, payments and credits, a summary showing separately the purchase and cash advance balances, finance charges on each balance, and other important information. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

CITIBANK

© 1996 Citibank (South Dakota), N.A. Member FDIC

3258128 / 8049490
Rev. 9/96 Pr.7/97

G/P

EXHIBIT C

How We Determine the Balance:

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

Annual Percentage Rate for Purchases and Cash Advances:

Your ANNUAL PERCENTAGE RATE and the corresponding monthly and daily periodic rates appear on the label containing the card. The monthly periodic rate is the applicable annual percentage rate divided by 12. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate may be variable. Whether or not the rate varies is indicated on the label containing the card.

Variable Annual Percentage Rate for Purchases and Cash Advances:

If your account has a variable ANNUAL PERCENTAGE RATE, we calculate the rate by adding the fixed percentage amount that appears on the label containing the card to the U.S. Prime Rate published in *The Wall Street Journal* on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or ceases to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion.

Any increase or decrease in the variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. Each time the variable annual percentage rate changes, we will apply it to any existing purchase and cash advance balances, subject to any introductory or promotional rate offer that may apply. The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

If you fail to meet the requirements of this or any other Citibank Card Agreement, we may immediately increase the variable ANNUAL PERCENTAGE RATE (including any introductory rate or promotional rate) on any existing purchase and cash advance balances to a higher rate of 12.9% plus the Prime Rate as determined above. This higher rate will not be lower than 19.9%. Your account may be eligible for this lower variable annual percentage rate on new purchases and cash advances after you have met the terms of this and any other Citibank Card Agreement for six months.

Introductory and Promotional Rate Offers:

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

Finance Charges on Purchases:

We will charge a finance charge for purchases if you did not pay the total

New Balance listed on the last billing statement in full by the payment due date as follows:

- We start with the Previous Balance on purchases at the beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

- On each day of the billing period we subtract payments, add new purchases and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase.

- We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement), and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the balance subject to finance charge on the billing statement.

- We multiply the balance subject to finance charge by the applicable periodic rate. The resulting amount is your FINANCE CHARGE on purchases.

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

Finance Charges on Cash Advances:

We will charge a finance charge on cash advances from the day you take them until the day we receive payment in full as follows:

- We start with the Previous Balance on cash advances at the beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

- On each day of the billing period we subtract payments, add new cash advances and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add cash advances to the balance of the day they are taken.

- We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the balance subject to finance charge on the billing statement.

- We multiply the balance subject to finance charge by the applicable daily periodic rate and then multiply the resulting amount by the number of days in the billing period. This resulting amount is your FINANCE CHARGE on cash advances.

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

Cash Advance Transaction Fee:

For each cash advance obtained at an automated teller machine (ATM), through a Citibank check, or at a financial institution (without using an ATM), we will add an additional FINANCE CHARGE of 2.0% of the advance, not less than \$2. We will add this fee to the cash advance balance. The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

Minimum Finance Charge:

We assess a minimum FINANCE CHARGE of \$50 if your finance charge

interest
rate

for purchases or cash advances is less than \$50. We add the amount to either the purchase or cash advance balance at our discretion.

Credit Balance:

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

Security Interest for Secured Accounts:

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

Charges Made in Foreign Currencies:

FOR VISA® ACCOUNTS: If a charge is incurred in a foreign currency, Visa International will convert the charge into a U.S. dollar amount using its most recently published procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by an international reimbursement rate in each case. Visa retains this international reimbursement rate as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

FOR MASTERCARD® ACCOUNTS: If a charge is incurred in a foreign currency, MasterCard International, Inc. will convert the charge into a U.S. dollar amount using its most recently published conversion procedures in effect at the time 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 one day prior to the processing date, increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

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

- The New Balance on the billing statement if it is less than \$50; or
- \$50, if the New Balance is at least \$50 and not greater than \$2,400; or
- If the New Balance exceeds \$2,400, 1/4% of the New Balance (rounded down to the nearest dollar).

You must pay at least the minimum amount due each month, but you may pay more at any time without a penalty. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you on the billing statement. If you choose to skip a payment when offered, we will continue to assess finance charges.

Payments:

Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other tentative endorsements.

without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You must pay us in U.S. dollars drawn on funds on deposit in the United States. However, we reserve the right to accept payments made in foreign currency. If we do, we will charge a currency conversion fee based upon the conversion rates existing at the time of conversion.

Over-the-Credit Line Fee:

We will add a \$20 fee to the purchase balance for each billing period that the New Balance exceeds your credit limit.

Late Fee:

We will add a \$20 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.

Returned Payment Fee:

We will add a \$20 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check is not honored, even if it is paid upon resubmission.

Chitbank Checks:

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

Returned Chitbank Check Fee:

We will add a \$20 fee to the cash advance balance if we decline to honor a Chitbank check. Among the reasons for our decline are that the check would cause the balance to exceed your cash advance limit or credit limit, that you are in default, that you did not comply with our instructions regarding the check, that your account has been closed, or that the card has expired.

Stop Payment Fee:

We will add a \$20 fee to the cash advance balance when payment of a Chitbank check is stopped at your request. You may stop payment on a Chitbank check by notifying us in writing at P.O. Box 5500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

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

Lost or Stolen Cards, Account Numbers or Chitbank Checks:

If any card, account number or Chitbank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you

to provide certain information in writing to help us find out what happened. Don't use the card or the Citibank checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the card, but not for more than \$50. You won't be liable for any unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default

You are in default if you fail to pay the minimum payment listed on each billing statement on time, file for bankruptcy, exceed your credit line without our permission, or default on any other Citibank Card Agreement. If you are in default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a savings account or certificate of deposit, we may use the deposit amount to pay any amount you owe us. But of course, you don't want that to happen. Call us first and let us try to help you.

Collection Costs

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

Customer Privacy

We will not sell information about you or your account to non-Citibank companies. On occasion, however, we will allow certain companies to offer specially selected products and services to you through the mail or by telephone. These companies will not be allowed to retain any information about you or your account unless you agree to purchase their product or service. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

Telephone Monitoring

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

Information Reporting

We may report your performance under this Agreement to credit reporting agencies including your failure to make minimum payments on time. A negative credit report may significantly harm your ability to obtain credit from other sources. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). We may exchange information about you or your account with our Citicorp affiliates, and our Citicorp affiliates may perform certain customer service and payment processing functions for your account. Otherwise, no one else will be given information about your account without your permission or proper legal authority. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

Correcting Your Credit Report

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

those agencies. Your statement will become a part of your credit record.

Closing Your Account

You may close your account at any time by notifying us in writing. But you remain responsible to pay the balance according to the terms of Agreement. We may close your account or suspend your account, put or Citibank checks at any time without prior notice. We may also retain different card, account number, or different checks at any time. You may return the card or the Citibank checks to us upon request.

Refusal of the Card

We are not responsible if we do not approve a purchase or cash loan, your account, or if a third party refuses to accept or honor the card, if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual suspicious activity on your account, we may temporarily suspend your privileges until we can verify the activity. We may approve purchases or advances which cause the balance to exceed your credit line without a return of our rights under this Agreement.

Changing this Agreement

We can change this Agreement, including all fees and the Annual Percentage Rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at or under the terms of the unchanged Agreement. Otherwise, the change notice is binding on you. Use of the card after the effective date of change shall be deemed acceptance of the new terms, even if the 25-day period has not expired.

Delay in Enforcement

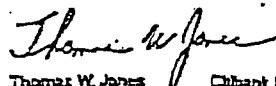
We may need time to look into certain matters and can delay enforcing rights under this Agreement without losing them.

Applicable Law

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

For Further Information

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



Thomas W. Jones
President & CEO

Citibank (South Dakota), N.A.
P.O. Box 5000
Sioux Falls, SD 57117

1996 Citibank (South Dakota), N.A.

What To Do If There's An Error In Your Bill. Your Billing Rights. Keep This Notice For Future Use.

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



Collector Window

Debtor ID: 2751106 Type: Consumer Status: 311-Atty handling for C Date: 03/26/2007

Name: SUSAN KEYERLY

Phone: 70145344040

Address: 1668 COOPER AVENUE
GRASSFLAT PA 16839

Worklist: Priority 03 Mail Rtno 16839

Warning: [Empty]

Connections Results

API Descr: [Empty]

Report Date: [Empty]

Post-Dated Checks

Del Past: [Empty]

Schedule: [Empty]

Post Date: [Empty]

Post Amount: \$0.00

Account Details Window

ID: 2751106 Status: 311-Atty handling for DFSI

Date: 03/26/2007

Clt ID: 5380

Orig Clt: UNIVERSAL CARD SERVICE

Clt Ref No: C110542

Bureau Report: [Checked] Last Report: 02/25/2007

Debt Descr: 03/17/2008, CLEARFIELD, PA_Rest Of State

Comments: 5491130020656393

Debt Type: PCD

Coll Plan: 007

Fee Plan: AAA

Cont Plan: UNI

Sales Rep: [Empty]

Int Rate: 29.99

Last Pmt: \$255.00

Service Date: 01/31/2000

Last Charge Date: [Empty]

First Delinquency: 01/16/2004

Charge Off Date: [Empty]

List Date: 10/28/2005

Int Calc Date: 11/09/2006

Last Pmt Date: 07/28/2006

Statute Date: [Empty]

Original	Accrued	Adjustments	Paid	Balance
\$5,788.03	\$0.00	\$0.00	\$2,725.00	\$3,063.03
\$3,034.84	\$1,593.64	\$0.00	\$0.00	\$4,628.48
\$123.50	\$0.00	\$0.00	\$0.00	\$123.50
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$115.00	\$0.00	\$65.00	\$50.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Balance	\$7,865.01

EXHIBIT D

Activity History

Display activity time as: Local User time Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
03/19/2007	11:30:56 AM	203	sent letter to DJ office to have cas
03/19/2007	11:30:56 AM	203	without prejudice, upon receipt l th
03/19/2007	11:30:56 AM	203	Apple & Apple
03/19/2007	11:31:03 AM	203	Email Assist from 203 to 142
03/19/2007	11:17:17 PM	142	AC50: TR NA
03/26/2007	3:14:00 PM	219	Automatic Debtor status change fr

Report Menu

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

5-16-07
Date:


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 107563

CFSI File No. 2751106

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103249
NO: 07-1238-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee
vs.
DEFENDANT: SUSAN K. EYERLY

SHERIFF RETURN

NOW, October 02, 200⁷, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON SUSAN K. EYERLY.

NOW, October 12, 2007 AT 2:08 PM SERVED THE WITHIN COMPLAINT ON SUSAN K. EYERLY, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
012:41/31
DEC 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103249
NO: 07-1238-CD
SERVICES 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee
vs.
DEFENDANT: SUSAN K. EYERLY

SHERIFF RETURN

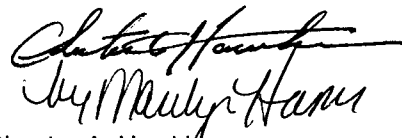
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	16590	10.00
SHERIFF HAWKINS	APPLE	16590	12.00
CENTRE CO.	APPLE	16589	59.60

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

APPLE AND APPLE

SHERIFF SERVICE

PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) Commonwealth Financial Systems, Inc.	2. Case Number 07-1238-CD
3. Defendant(s) Susan K Eyerly	4. Type of Writ or Complaint: Clearfield 103558

SERVE
AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
 Susan K Eyerly
 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
 119 2nd. St., Centre Hall, PA 16828

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, _____ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____
 Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator APPLE AND APPLE 4650 BAUM BLVD. PITTSBURGH, PA 15213	10. Telephone Number 412-682-1466	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to Susan K Eyerly, on the 12 day of October, 20 2007, at 2:08 PM o'clock, _____ m., at 119 2nd. St., Centre Hall, PA 16828, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) resides(s). Relationship is defendant
☐ Adult in charge of Defendant's residence.
☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
 _____ and officer of said Defendant company.
 Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:
☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	9.00	10.00	2.50	29.10			59.60	(15.40)

17. AFFIRMED and subscribed to before me this 19	So Answer.	
20. day of Oct 20 07	18. Signature of Dep. Sheriff	19. Date
23. Notary Public Corinne H. Peters, Notary Public Belleville Boro, Centre County My Commission Expires Sept. 5, 2009	21. Signature of Sheriff	22. Date
	SHERIFF OF CENTRE COUNTY	

24. Amount Pd.	Page
----------------	------

25. Date Received



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103249

COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee

TERM & NO. 07-1238-CD

COMPLAINT

vs.

SUSAN K. EYERLY

SERVE BY: 10/31/07

HEARING:

MAKE REFUND PAYABLE TO APPLE & APPLE, ESQ.

SERVE: SUSAN K. EYERLY

ADDRESS: 119 2ND ST., CENTRE HALL, PA 16828

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, October 02, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., Assignee of
Citibank,
Plaintiff

vs.

SUSAN K. EYERLY,
Defendant

CIVIL DIVISION

No. 07 - 1238 - CD

MOTION DISMISS COMPLAINT

Filed on Behalf of:

Defendant, SUSAN K. EYERLY

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3cc AH
0/12:15 am P. Colavecchi
FEB 29 2008 (62)

William A. Shaw
Prothonotary/Clerk of Courts

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

COMMONWEALTH FINANCIAL SYSTEMS, :
INC., Assignee of Citibank, : No. 07 - 1238 - CD
Plaintiff :
vs. :
SUSAN K. EYERLY, :
Defendant :

MOTION TO DISMISS COMPLAINT

NOW COMES, Defendant, Susan K. Eyerly, who, through her attorney, Paul Colavecchi, Esquire, files this Motion to Dismiss Complaint and respectfully avers as follows:

1. A Complaint was filed by Commonwealth Financial Systems, Inc., assignee of Citibank, against Susan K. Eyerly on or about October 1, 2007. Said Complaint alleged that Defendant owed Plaintiff approximately \$7,865.01 regarding an alleged credit card agreement.

2. Preliminary Objections were filed on behalf of the Defendant on or about October 31, 2007, setting forth that Plaintiff did not attach a copy of the alleged credit card agreement, including the Defendant's signature, nor did they attach a detailed statement of the account showing all purchases and/or charges allegedly made on said account.

3. A Hearing was held on the Preliminary Objections on November 21, 2007, at which time the Court issued an Order stating


that Plaintiff would have no more than 60 days from that date to file an Amended Complaint which was to include a copy of the agreement entered into by Defendant at the time the credit card was issued and detailed statements of the account, showing purchases, calculation of all interest charges, late fees, attorney's fees and other costs. A copy of said Order is attached hereto marked Exhibit "A".

4. As of this date, Plaintiff has not filed an Amended Complaint as Ordered, exceeding the 60 day time period set forth in the November 1, 2007, Order.

5. Defendant files this Motion to Dismiss Plaintiff's Complaint because Plaintiff did not comply with the Order of Court dated November 21, 2007.

WHEREFORE, Defendant respectfully requests that your Honorable Court dismiss the Complaint filed by Plaintiff, with prejudice.

Respectfully submitted,



PAUL COLAVECCHI, ESQUIRE
Attorney for Defendant

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

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
Plaintiff

vs.

SUSAN K. EYERLY,
Defendant

*
*
*
*
*

NO. 07-1238-CD

ORDER

NOW, this 21st day of November, 2007, it is the ORDER of this Court that the Defendant's Preliminary Objections to the Plaintiff's Complaint be granted. The Plaintiff shall have no more than 60 days from this date to file an Amended Complaint which shall contain a true and correct copy of the agreement entered into by the Defendant at the time the credit card was issued as well as a detailed statement of the account showing purchases made and calculation of all interest charges, late fees, attorney's fees and any other costs or charges which are part of the demand for payment.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

NOV 21 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Defendant's Exhibit

"A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., Assignee of
Citibank,
Plaintiff

vs.

SUSAN K. EYERLY,
Defendant

CIVIL DIVISION

No. 07 - 1238 - CD

ORDER

Filed on Behalf of:

Defendant, SUSAN K. EYERLY

Counsel of Record for This
Party:

PAUL COLAVECCHI, ESQUIRE
Pa. I.D. #83274

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 300
07:40:00 PM
MAR 03 2008
Any P. Colavecchi;
@

William A. Shaw
Prothonotary/Clerk of Courts


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

COMMONWEALTH FINANCIAL SYSTEMS, :
INC., Assignee of Citibank, : No. 07 - 1238 - CD
Plaintiff :
vs. :
SUSAN K. EYERLY, :
Defendant :

ORDER

AND NOW, this 3RD day of March, 2008, upon
consideration of the foregoing Motion to Dismiss Complaint, it is
hereby Ordered and Decreed that the Complaint filed in this action
be and is hereby dismissed, with prejudice.

BY THE COURT:


JUDGE

FILED

MAR 03 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/3/08

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions: