

07-1394-CD
Remit Corp. vs Lori Massini

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

REMIT CORPORATION, :
Plaintiff :
: :
vs. : CIVIL-LAW
: :
LORI MASSINI, : DOCKET NO. 07-1394-CD
Defendant : :

NOTICE TO DEFENDANT

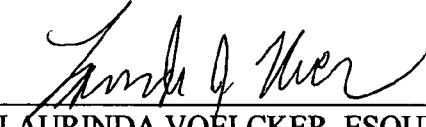
TO THE DEFENDANT:

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

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

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

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


LAURINDA VOELCKER, ESQUIRE
Attorney for Plaintiff

FILED 1CC Sheriff
M 12:57 PM
AUG 29 2007 1CC Atty
PAy poj.
William A. Shaw
Prothonotary/Clerk of Courts
85.00

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

REMIT CORPORATION, :
Plaintiff :
: vs. : CIVIL-LAW
: :
LORI MASSINI, : DOCKET NO.
Defendant :
:

COMPLAINT

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

1. The Plaintiff, the Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815.
2. The Defendant, Lori Massini, is an adult individual residing at 819 Hannah Street Apt. 5, Houtzdale, Clearfield County, Pennsylvania 16651.
3. Defendant obtained a Bank of America visa credit card on or about May 30, 1997, from Bank of America (hereinafter "original creditor"), Account number 4356 2390 0187 7592.
4. Defendant used the extended credit leaving an unpaid balance of \$9,015.47.
5. Defendant's last payment on this account was made on or about September 15, 2003.
6. On or about November 4, 2006 Remit Corporation purchased the account of Lori Massini from The Sagres Company, the previous owner of this account. The sale includes the transfer of all right, title, and interest in the account to Remit Corporation. A copy of the

relevant document for this transaction is attached hereto, incorporated herein and referred to hereafter as Exhibit A.

7. To date the balance due is \$9,015.47.

COUNT 1

BREACH OF EXPRESS CONTRACT

8. The above paragraphs are incorporated herein as though more fully set forth at length.

9. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on her account.

10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$9,015.47.

11. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charged for the same or the costs incurred.

12. Defendant is indebted to the Plaintiff in the amount of \$9,015.47. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

13. Defendant's failure to pay is a breach of the express written agreement between the parties, pursuant to Pa.R.C.P. No. 1019(i), a copy of written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit B.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Lori Massini in the amount of \$9,015.47 together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT II

BREACH OF IMPLIED CONTRACT

14. The above paragraphs are incorporated herein as though more fully set forth at length.

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

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

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

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$9,015.47.

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

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

21. By virtue of Plaintiff's purchase of this account and the assignment of all rights to the Plaintiff, Defendant is indebted to the Plaintiff in the amount of \$9,015.47.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$9,015.47, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERUIT/UNJUST ENRICHMENT

22. The above paragraphs are incorporated herein as though more fully set forth at length.

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

24. The credit extended by original creditor benefited Defendant.

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

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

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is \$9,015.47.

28. By virtue of the Plaintiff's purchase of this account along with the assignment of all relevant rights thereto, Plaintiff, Remit Corporation is entitled to \$9,015.47 from the Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$9,015.47, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

Respectfully submitted,



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

**AFFIDAVIT OF CLAIM
AND CERTIFICATION OF DEBT**

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

The Sagres Company
Accountholder: MASSINI, LORI

Account No.: 4356239001877592

The undersigned, Jerry Greenblatt, being duly sworn, states and deposes as follows:

1. That Affiant is employed by The Sagres Company; successor in interest to Bank of America, in the position of VP/CIO and is duly authorized to make this affidavit.
2. That the original contract in this matter has been destroyed, or is no longer accessible to Affiant and that this Affidavit is to be treated as the original document for all purposes. If any originals are discovered, they will be submitted to the court for review.
3. That the statements made in this Affidavit are based on the computerized and hard copy books and records of The Sagres Company, which are maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
4. That account number 4356239001877592 was opened on 05/30/97 by MASSINI, LORI whose social security number is 54-11-73.
5. That there is due and payable from MASSINI, LORI as of February 8, 2007 the sum of \$9,015.47 notwithstanding legally chargeable post charge-off interest, pursuant to the terms of the card member agreement with Bank of America.
6. That said agreement and account was, on November 4, 2006 sold, transferred and set over unto Remit Corporation, with full authority to do and perform all acts necessary for collection, settlement, adjustment, compromise or satisfaction of the said claim.
7. That as a result of the sale of said account, Remit Corporation and/or its authorized agent, has complete authority to settle, adjust, compromise and satisfy same that The Sagres Company had no further interest in this account for any purpose.
8. That to the best of Affiant's knowledge, information and belief, there were no uncredited payments, just counterclaims or offsets against said debt when sold.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 3rd day of March, 2007

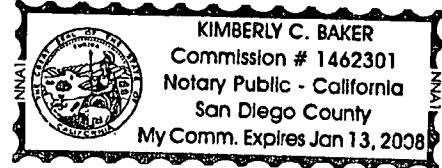
By:

The Sagres Company

Jerry Greenblatt
VP/CIO

Subscribed and sworn to before me this 21 day of MARCH, 2007

Kimberly C. Baker
Notary Public



VERIFICATION

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



Lari M. Reed, Remit Corporation

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

REMIT CORPORATION, :
Plaintiff :
:
vs. : CIVIL-LAW
:
LORI MASSINI, : DOCKET NO.
Defendant :
:

AFFIDAVIT OF NON-MILITARY SERVICE

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

Dated this 24th day of August, 2007



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

Department of Defense Manpower Data Center

AUG-21-2007 06:33:18



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavely-Dixon

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

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

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

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

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

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

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

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

Report ID: EAWDBQQGAC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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REMIT CORPORATION, :
Plaintiff :
: :
vs. : CIVIL-LAW
: :
LORI MASSINI, : DOCKET NO.
Defendant : :

CERTIFICATION OF ADDRESSES

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

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

Defendant: Lori Massini
819 Hannah Street, Apt. 5
Houtzdale, PA 16651

Respectfully submitted,



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

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

REMIT CORPORATION, ::
Plaintiff ::
vs. :: CIVIL-LAW
LORI MASSINI, :: DOCKET NO. 07-1394-CD
Defendant ::

ENTRY OF APPEARANCE

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

Respectfully Submitted,
THE REMIT CORPORATION


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

FILED 112:57 AM
AUG 29 2007
ICC Sheriff
ICC Atty
William A. Shaw
Prothonotary/Clerk of Courts

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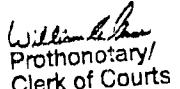
Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
814-765-2641 ext. 50-51


LAURINDA VOELCKER, ESQUIRE
Attorney for Plaintiff

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

AUG 29 2007

Attest.


William L. Hause
Prothonotary/
Clerk of Courts

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

REMIT CORPORATION, :
Plaintiff :
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6. On or about November 4, 2006 Remit Corporation purchased the account of Lori Massini from The Sagres Company, the previous owner of this account. The sale includes the transfer of all right, title, and interest in the account to Remit Corporation. A copy of the

relevant document for this transaction is attached hereto, incorporated herein and referred to hereafter as Exhibit A.

7. To date the balance due is \$9,015.47.

COUNT 1

BREACH OF EXPRESS CONTRACT

8. The above paragraphs are incorporated herein as though more fully set forth at length.

9. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on her account.

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11. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charged for the same or the costs incurred.

12. Defendant is indebted to the Plaintiff in the amount of \$9,015.47. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

13. Defendant's failure to pay is a breach of the express written agreement between the parties, pursuant to Pa.R.C.P. No. 1019(i), a copy of written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit B.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Lori Massini in the amount of \$9,015.47 together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT II

BREACH OF IMPLIED CONTRACT

14. The above paragraphs are incorporated herein as though more fully set forth at length.

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

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

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

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$9,015.47.

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

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

21. By virtue of Plaintiff's purchase of this account and the assignment of all rights to the Plaintiff, Defendant is indebted to the Plaintiff in the amount of \$9,015.47.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$9,015.47, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERUIT/UNJUST ENRICHMENT

22. The above paragraphs are incorporated herein as though more fully set forth at length.

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

24. The credit extended by original creditor benefited Defendant.

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

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

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is \$9,015.47.

28. By virtue of the Plaintiff's purchase of this account along with the assignment of all relevant rights thereto, Plaintiff, Remit Corporation is entitled to \$9,015.47 from the Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$9,015.47, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

Respectfully submitted,



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

**AFFIDAVIT OF CLAIM
AND CERTIFICATION OF DEBT**

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

The Sagres Company
Accountholder: MASSINI, LORI

Account No.: 4356239001877592

The undersigned, Jerry Greenblatt, being duly sworn, states and deposes as follows:

1. That Affiant is employed by The Sagres Company; successor in interest to Bank of America, in the position of VP/CIO and is duly authorized to make this affidavit.
2. That the original contract in this matter has been destroyed, or is no longer accessible to Affiant and that this Affidavit is to be treated as the original document for all purposes. If any originals are discovered, they will be submitted to the court for review.
3. That the statements made in this Affidavit are based on the computerized and hard copy books and records of The Sagres Company, which are maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
4. That account number 4356239001877592 was opened on 05/30/97 by MASSINI, LORI whose social security number is 73.
5. That there is due and payable from MASSINI, LORI as of February 8, 2007 the sum of \$9,015.47 notwithstanding legally chargeable post charge-off interest, pursuant to the terms of the card member agreement with Bank of America.
6. That said agreement and account was, on November 4, 2006 sold, transferred and set over unto Remit Corporation, with full authority to do and perform all acts necessary for collection, settlement, adjustment, compromise or satisfaction of the said claim.
7. That as a result of the sale of said account, Remit Corporation and/or its authorized agent, has complete authority to settle, adjust, compromise and satisfy same that The Sagres Company had no further interest in this account for any purpose.
8. That to the best of Affiant's knowledge, information and belief, there were no uncredited payments, just counterclaims or offsets against said debt when sold.

FURTHER AFFIANT SAYETH NOT.

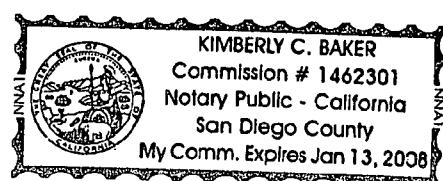
DATED THIS 2nd day of March, 2007

The Sagres Company
By: Jerry Greenblatt

EXHIBIT

Subscribed and sworn to before me this 2nd day of MARCH, 2007

Kimberly C. Baker
Notary Public





CARDHOLDER AGREEMENT

INTRODUCTORY PROVISIONS

Section 1: INTRODUCTORY PROVISIONS
 1.1 **Commodification and Effectiveness of Agreement.** The Agreement governs the relationship between you and us (the "Cardholder") with respect to the Cardholder's Purchases (Plural) with us in the course of the Cardholder's business, trade, or other commercial or personal activities. The Agreement becomes effective and you agree to be bound by it when you sign the Agreement or by not declining your Account within 3 days of receipt of this Agreement. You will not enter into any agreement with us that purports to limit your rights under this Agreement.

1.2 **Parties to Agreement.** "You" and "Your" refer to any person, firm, partnership, corporation, or other entity that uses this Account, or (b) who otherwise agrees to be bound by this Agreement. "We" and "Our" refer to Bank of America, N.A., its subsidiary, and its successors.

1.3 **Definitions.** In addition to other terms defined throughout this Agreement, the following terms have the meaning indicated in this Section:

1.3.1 "Card" means a Bank of America credit card issued on your Account.

1.3.2 "Cardholder" means a check, draft, or other instrument identifying the number of Panermera or a point of sale to be used in connection with a purchase.

1.3.3 "Cardholder's Purchases" means the number of Panermera or a point of sale to be used in connection with a purchase.

1.3.4 "Check" means a check drawn on your Account.

1.3.5 "Credit" means a credit card issued on your Account.

1.3.6 "Credit Card" means a credit card issued on your Account.

1.3.7 "Credit Card International, Inc." means American Express Travel Related Services Company, Inc.

1.3.8 "Credit Card Charge" means a transaction made on your Account by a person, other than you, who does not have credit, implied, or apparent authority to make such a transaction, and from whom none of you receive any benefit.

1.3.9 "Visa" means Visa U.S.A. Inc.

1.3.10 "Business Day" means Monday through Friday, excluding Federal Bank Holidays.

Section 2: USE OF YOUR ACCOUNT

2.1 **Types of Transactions.** You may use your Account for the following types of transactions:

2.1.1 **Purchases.** Purchase goods or services with your Card.

2.1.2 **Cash Advances.** Obtain cash from us in participating financial institution branches, ATMs, or other locations.

2.1.3 **Credit Advances.** Obtain cash from us in participating financial institution branches, ATMs, or other locations.

2.1.4 **Check Advances.** Obtain cash from us in participating financial institution branches, ATMs, or other locations.

2.1.5 **Debit Advances.** Obtain cash from us in participating financial institution branches, ATMs, or other locations.

2.1.6 **Other Advances.** Obtain cash from us in participating financial institution branches, ATMs, or other locations.

2.1.7 **Other Services.** Purchase services with your Card.

2.1.8 **Other Merchandise.** Purchase merchandise with your Card.

2.1.9 **Other Services.** Purchase services with your Card.

2.1.10 **Other Merchandise.** Purchase merchandise with your Card.

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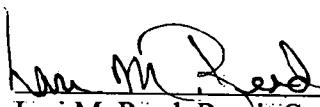
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VERIFICATION

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



Lari M. Reed, Remit Corporation

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

REMIT CORPORATION, :
Plaintiff :
: :
vs. : CIVIL-LAW :
: :
LORI MASSINI, : DOCKET NO. :
Defendant :
:

AFFIDAVIT OF NON-MILITARY SERVICE

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

Dated this 24th day of August, 2007



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

Department of Defense Manpower Data Center

AUG-21-2007 06:33:18



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavely-Dixon

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

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

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

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

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

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

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

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

Report ID: EAWDBQQGAC

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

REMIT CORPORATION, :
Plaintiff :
vs. : CIVIL-LAW
LORI MASSINI, : DOCKET NO.
Defendant :
:

CERTIFICATION OF ADDRESSES

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

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

Defendant: Lori Massini
819 Hannah Street, Apt. 5
Houtzdale, PA 16651

Respectfully submitted,



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

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

REMIT CORPORATION, :
Plaintiff :
: :
vs. : CIVIL-LAW
: :
LORI MASSINI, : DOCKET NO. 2007-01394-CD
Defendant :
:

PRAECIPE TO DISCONTINUE COMPLAINT

To The Prothonotary:

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

Respectfully Submitted,
THE REMIT CORPORATION



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

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FILED
William A. Shaw
Prothonotary/Clerk of Courts