

07-1602-CD
Citibank vs Brent C. Fuchs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CITIBANK (SOUTH DAKOTA) NA

Plaintiff

No: 07-1602-CD

vs.

COMPLAINT IN CIVIL ACTION

BRENT C FUCHS

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

February 21, 2008 Document
Reinstated/Reissued to Sheriff, ATTORNEY
for service.

William A. Shaw
Deputy Prothonotary

June 23, 2008 Document
Reinstated/Reissued to Sheriff, ATTORNEY
for service.

William A. Shaw
Deputy Prothonotary

FILED, Atty pd, \$85.00
M 11/12/01
OCT 01 2008
W.A. Shaw
Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff
vs. Civil Action No
BRENT C FUCHS
Defendant

COMPLAINT AND 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 an 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.

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COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff is CITIBANK (SOUTH DAKOTA) NA with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota, 57117.

2. Defendant is adult individual(s) residing at the address listed below:

BRENT C FUCHS
271 PROSPECT ST
DU BOIS, PA 15801

3. Plaintiff is a national banking association, engaged in consumer lending through the issuance of credit cards.

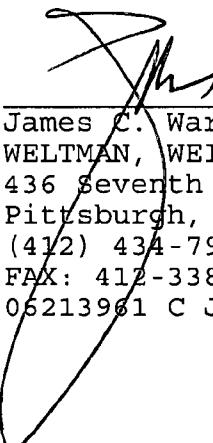
4. Pursuant to Defendant's request, Plaintiff furnished to the Defendant a credit card account (hereinafter account) bearing account number 5424180861008685 .

5. Plaintiff kept accurate running records of all debits and credits to the Account.

6. Plaintiff mailed to Defendant monthly statements for the account including the billing statement attached hereto as Exhibit A. The monthly statements accurately stated the previous balance, the debits and credits to the account for the prior billing period.

7. Defendant's actions as set forth above constituted an account stated between parties for the sum of \$11825.47 , which sum reflects the Exhibit A statement balance less credits, if any, which were applied subsequent to the date of Exhibit A.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BRENT C FUCHS , INDIVIDUALLY , in the amount of \$11825.47 with continuing interest thereon at the rate of 6.000% per annum from date of judgment plus costs.


James C. Warmbrodt, 42524
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436 Seventh Avenue, Suite 2718
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(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

08/20/07 \$11825.47 \$11825.47 SITE:KC-CL TM:CO-5000 ACID:KCB3104
 PAY DUE DATE NEW BALANCE MTR AMT DUE 08/21/07 21:55:00:

06213961
 CITI CARDS
 PO BOX 183064
 COLUMBUS, OH
 43218-3064

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

Citi® Platinum Select® Card



Account Number
 5424 1808 6100 8685

Customer Service:

| | | | | | |
|--------------------------------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 | \$0 | \$6400 | \$0 | \$11825.47 |
| | Statement/ Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| | 07/23/2007 | \$1025.47 | \$2153.68 | \$483.26 | \$11825.47 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 7/23 | | | Standard Purch LATE FEE - JUN PAYMENT PAST DUE 66 0000 | 39.00 |
| 7/23 | | | OVER CREDIT LIMIT FEE 62 0000 | 39.00 |
| 7/23 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 | 286.17 |
| 7/23 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 | 41.09 |

Your late fee was based on your account balance as of the payment due date (07/17/07), which was \$11,420.21.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

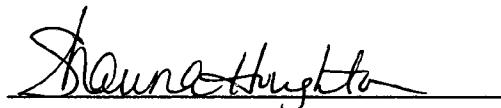
Please see enclosed privacy notice for important information.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$10,124.16 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,453.80 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

Verification

I, Shauna Houghton, am an employee of Citicorp Credit Services, Inc., (USA) which is by contract the service provider for plaintiff CITIBANK (SOUTH DAKOTA) N.A. retained to perform services including but not primarily limited to collecting delinquent debt. I am authorized to make this verification as attorney-in-fact for plaintiff under powers of attorney from plaintiff to Citicorp Credit Services, Inc., (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.



Shauna Houghton

BRENT C FUCHS
5424180861008685
WWR#06213961

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

103254

CITIBANK (SOUTH DAKOTA) NA

Case #

07-1602-CD

vs.

BRENT C. FUCHS

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 04, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO BRENT C. FUCHS, DEFENDANT. 271 PROSPECT ST., DUBOIS, PA. "VACANT".

SERVED BY: /

Return Costs

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | WELTMAN | 3043865 | 10.00 |
| SHERIFF HAWKINS | WELTMAN | 3043865 | 32.43 |

FILED
02/04/08
FEB 04 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Mailey Ham*

Chester A. Hawkins
Sheriff

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff

No: 07-1602-CD

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FAX: 412-338-7130
06213961 C J Pit SJS

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

OCT 01 2007

Attest.

William L. Fuchs
Prothonotary/
Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) NA

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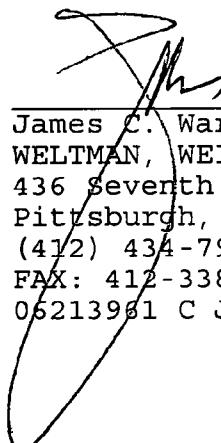
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FAX: 412-338-7130
06213981 C J Pit SJS

06213961
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 PMT DUE DATE NEW BALANCE CURR AMT DUE 08/21/07 21:55:00

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

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Citi® Platinum Select® Card



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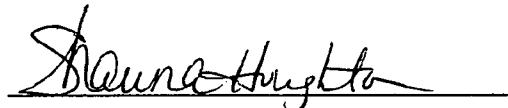
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Days This Billing Period: 32

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Shauna Houghton

BRENT C FUCHS
5424180861008685
WWR#06213961

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1602-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

BRENT C FUCHS

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06213961

FILED Atty pd. 7.00
m/12/4654
FEB 21 2008 No CC
William A. Shaw 2 Comp. Reinstated
Prothonotary/Clerk of Courts to Sheriff

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1602-CD

BRENT C FUCHS

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
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WWR #06213961

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff No. 07-1602-CD

vs. PRAECLPICE TO REINSTATE COMPLAINT

BRENT C FUCHS

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS, CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06213961

FILED *pd \$7.00 Att'y*
11:45 am 2 reinstated
JUN 23 2008 *Complaints to*
Shff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
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CITIBANK (SOUTH DAKOTA) NA

Plaintiff

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Civil Action No. 07-1602-CD

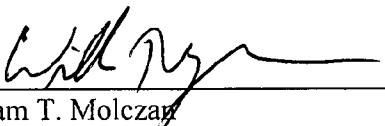
BRENT C FUCHS

Defendants

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WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
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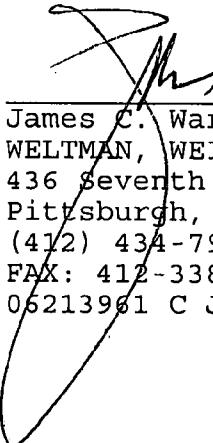
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08/20/07 \$11825.47 \$11825.47 SITE:KC-CL TM:CO-5000 ACID:KCB3104
 PREV. BAL. DATE NEW BALANCE APR APR. DUE 08/21/07 21:55:00:

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 DU BOIS
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Citi® Platinum Select® Card



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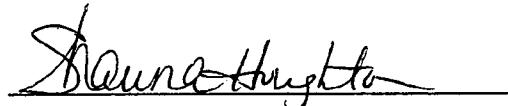
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|----------------|-----------------------------------|---------------|-------------|------------------------|
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| Standard Purch | \$10,124.16 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,453.80 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

Verification

I, Shauna Houghton, am an employee of Citicorp Credit Services, Inc., (USA) which is by contract the service provider for plaintiff CITIBANK (SOUTH DAKOTA) N.A. retained to perform services including but not primarily limited to collecting delinquent debt. I am authorized to make this verification as attorney-in-fact for plaintiff under powers of attorney from plaintiff to Citicorp Credit Services, Inc., (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.



Shauna Houghton

BRENT C FUCHS
5424180861008685
WWR#06213961

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

103796

CITIBANK (SOUTH DAKOTA) NA

Case # 07-1602-CD

VS.

BRENT C. FUCHS

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW June 23, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO BRENT C. FUCHS, DEFENDANT. DOESN'T LIVE @ 608 A KREBS AVE., CLEARFIELD,PA.

SERVED BY: /

Return Costs

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | WELTMAN | 8624325 | 10.00 |
| SHERIFF HAWKINS | WELTMAN | 8624325 | 7.00 |

FILED
JUN 23 2008
0124514
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Maelyn Harr*
Chester A. Hawkins
Sheriff

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff

No: 07-1602-CD

vs.

COMPLAINT IN CIVIL ACTION

BRENT C FUCHS

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

2/2/08
Reinstated/Reissued to Sheriff/Amerson
for service.
William A. Shaw
Deputy Prothonotary

FILED
OCT 07 2007
COPY
William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

BRENT C FUCHS

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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06213961 C J Pit SJS

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff
vs. Civil Action No

BRENT C FUCHS

Defendant

COMPLAINT AND 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 an 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.

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff is CITIBANK (SOUTH DAKOTA) NA with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota, 57117.

2. Defendant is adult individual(s) residing at the address listed below:

BRENT C FUCHS
271 PROSPECT ST
DU BOIS, PA 15801

3. Plaintiff is a national banking association, engaged in consumer lending through the issuance of credit cards.

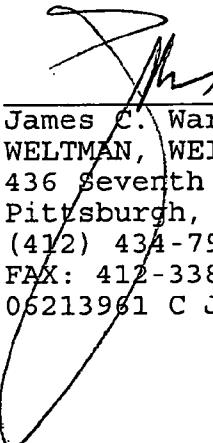
4. Pursuant to Defendant's request, Plaintiff furnished to the Defendant a credit card account (hereinafter account) bearing account number 5424180861008685 .

5. Plaintiff kept accurate running records of all debits and credits to the Account.

6. Plaintiff mailed to Defendant monthly statements for the account including the billing statement attached hereto as Exhibit A. The monthly statements accurately stated the previous balance, the debits and credits to the account for the prior billing period.

7. Defendant's actions as set forth above constituted an account stated between parties for the sum of \$11825.47 , which sum reflects the Exhibit A statement balance less credits, if any, which were applied subsequent to the date of Exhibit A.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BRENT C FUCHS , INDIVIDUALLY , in the amount of \$11825.47 with continuing interest thereon at the rate of 6.000% per annum from date of judgment plus costs.


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436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

08/20/07 \$11825.47 \$11825.47

SITE:KC-CL TM:CO-5000 ACID:KCB3104
08/21/07 21:55:00:

PMT DUE DATE NEW BALANCE MINIMUM DUE

BRENT C FUCHS
271 PROSPECT STREET
DU BOIS
15801-1132000

PA

CITI CARDS
PO BOX 183064
COLUMBUS, OH
43218-3064

Citi® Platinum Select® Card

Account Number
5424 1808 6100 8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|---|-----------------------|--------------------------------------|-------------------------------------|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 | \$0 | \$6400 | \$0 | \$11825.47 |
| | Statement/ Closing Date 07/23/2007 | Amount Over Credit Line \$1025.47 | Past Due \$2153.68 | Purch/Adv Minimum Due \$483.26 | Minimum Amount Due \$11825.47 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|--|
| | 7/23 | | Standard Purch LATE FEE - JUN PAYMENT PAST DUE 66 0000 OVER CREDIT LIMIT FEE 62 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 | 39.00 0000000000 39.00 0000000000 286.17 0000000000 |
| | 7/23 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 | 41.09 0000000000 |
| | 7/23 | | | |
| | 7/23 | | | |

Your late fee was based on your account balance as of the payment due date (07/17/07), which was \$11,420.21.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Please see enclosed privacy notice for important information.

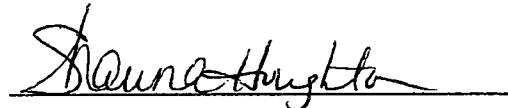
| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |

Days This Billing Period: 32

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
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Verification

I, Shauna Houghton, am an employee of Citicorp Credit Services, Inc., (USA) which is by contract the service provider for plaintiff CITIBANK (SOUTH DAKOTA) N.A. retained to perform services including but not primarily limited to collecting delinquent debt. I am authorized to make this verification as attorney-in-fact for plaintiff under powers of attorney from plaintiff to Citicorp Credit Services, Inc., (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.



Shauna Houghton

BRENT C FUCHS
5424180861008685
WWR#06213961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CITIBANK (SOUTH DAKOTA) NA

Plaintiff

No: 07-1602-CD

vs.

COMPLAINT IN CIVIL ACTION

BRENT C FUCHS

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

2/21/08 Document
Reinstated/Rescued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED
COPY
OCT 6 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

BRENT C FUCHS

Defendant FILED ON BEHALF OF
Plaintiff

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff
vs. Civil Action No

BRENT C FUCHS

Defendant

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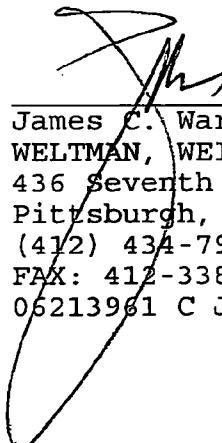
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Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BRENT C FUCHS , INDIVIDUALLY , in the amount of \$11825.47 with continuing interest thereon at the rate of 6.000% per annum from date of judgment plus costs.


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(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

08/20/07 \$11825.47 \$11825.47

SITE:KC-CL TM:CO-5000 ACID:KCB3104
08/21/07 21:55:00:BRENT C FUCHS
271 PROSPECT STREET
DU BOIS
15801-1132000

PA

CITI CARDS
PO BOX 183064
COLUMBUS, OH
43218-3064

Citi® Platinum Select® Card

Account Number
5424 1808 6100 8685

Customer Service:

| | | | | | |
|--------------------------------------|--|---|------------------------------|--------------------------------------|-------------------------------------|
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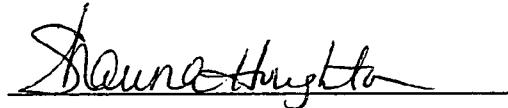
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| ADVANCES Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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Shauna Houghton

BRENT C FUCHS
5424180861008685
WWR#06213961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1602-CD

CITIBANK (SOUTH DAKOTA) NA
VS
BRENT C. FUCHS

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 07/23/2008 HEARING: PAGE: 104313

DEFENDANT: BRENT C. FUCHS
ADDRESS: 12 WEBSTER AVE.
HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 7-7-08- 2:29 PM - Left Note
7-8-08- 9:54 AM

FILED
0/8:30am
JUL 23 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 7-22-08 AT 9:51 AM / PM SERVED THE WITHIN

COMPLAINT & PRAECIPE ON BRENT C. FUCHS, DEFENDANT

BY HANDING TO Shelia Kern, Live-in Girlfriend

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 12 Webster Ave.
Houtzdale, PA. 16651

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & PRAECIPE FOR BRENT C. FUCHS

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO BRENT C. FUCHS

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

Brent C. Fuchs
12 Webster Drive.
Houtzdale, PA 16651
Defendant, *in propria persona*.

FILED

AUG 06 2008
010-201
William A. Shaw
Prothonotary/Clerk of Courts (610)
1 CENT TO DEPT.

CITIBANK(SOUTH DAKOTA)NA : IN THE COURT COMMON PLEAS OF
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA
VS. : Case No.: 07-1602-CD
BRENT C. FUCHS : CIVIL - LAW
Defendant :

ANSWER TO COMPLAINT; NEW MATTER;

COMES NOW, BRENT C. FUCHS, Defendant and hereby answers the Plaintiff's Complaint as follows:

1. As to paragraph 1, of Plaintiff's Complaint, the paragraph does not constitute an allegation, and on that basis is hereby denied..
2. As to paragraph 2, of Plaintiff's Complaint, is hereby denied.
3. As to paragraph 3, of Plaintiff's Complaint, is hereby admitted.
4. As to paragraph 4, of Plaintiff's Complaint, is hereby admitted .
5. As to paragraph 5, of Plaintiff's Complaint, is hereby denied. Because the account is in dispute.
6. As to paragraph 6, of Plaintiff's Complaint, Complaint, is hereby admitted in part.

It is hereby admitted the plaintiff mailed monthly statements. Except as expressly admitted, the allegations are denied. Because the account is in dispute.

7. As to paragraph 7, of Plaintiff's Complaint, is hereby denied. Because the account is in dispute.

8. As to paragraph 8 of Plaintiff's Complaint, is hereby denied. Because the account is in dispute. the plaintiff chose to ignore its obligation to the law therefore is not entitled to any relief.

NEW MATTER 3

10. On or about 02/20/2007, Plaintiff sent to Defendant a statement of the account that is subject to the Plaintiff's complaint.

11. Defendant believed the statement was in error and on or about 02/22/2007, Defendant sent to Plaintiff a billing error notice. Attached hereto as Exhibit A is a true and correct copy of Defendant's billing error notice.

12. The Notice was sent to: Citibank (South Dakota) N.A., Box 6500, Sioux Falls, SD 57117

13. The notice identified Defendant and the Defendant's account number.

14. The notice identified the amount in dispute.

15. The notice stated that Defendant believed that a billing error had occurred.

16. The notice stated that Defendant believed that the statement contained an error of an accounting or similar nature.

17. The notice stated that Defendant requested from Plaintiff additional clarification

including evidentiary evidence of the indebtedness.

18. Plaintiff never acknowledged the notice.

19. Plaintiff never corrected the account or provided any written report after having conducted a reasonable investigation that the balance was correct.

20. On or about 04/01/2007, Plaintiff reported the account as delinquent instead of as disputed.

21. Plaintiff turned the account over to a collection agency.

22. On or about 07/18/2008 Plaintiff served the lawsuit that is the subject of Plaintiff's complaint.

23. FIRST AFFIRMATIVE DEFENSE: Failure to state a claim

24. Defendant incorporates and re-alleges paragraphs 10 through 22 as though fully set forth herein.

25 Plaintiff fails to state or provide all elements and/or facts sufficient to constitute a cause of action.

26. SECOND AFFIRMATIVE DEFENSE: No Liability.

27. Defendant incorporates and re-alleges paragraphs 10 through 22 as though fully set forth herein.

28. Defendant has no liability for the amount stated in this lawsuit.

29. Plaintiff has failed to establish or allege that Defendant is liable for the charges made on the account, and that Defendant authorized the same.

30. THIRD AFFIRMATIVE DEFENSE: Unclean Hands.

31. Defendant incorporates and re-alleges paragraphs 10 through 22 as though fully set forth herein.

32. Plaintiff comes to this court with unclean hands for disregarding Defendant's attempt to resolve the outstanding issues administratively.

33. FOURTH AFFIRMATIVE DEFENSE: Estoppel by failure to perform conditions precedent and exhaust administrative remedies.

34. Defendant incorporates and re-alleges paragraphs 10 through 22 as though fully set forth herein.

35. Plaintiff had failed to perform its condition precedent under Federal Law by failing to resolve certain matters in dispute with Defendant prior to bringing this action.

36. FIFTH AFFIRMATIVE DEFENSE: Estoppel by Breach of Contract.

37. Defendant incorporates and re-alleges paragraphs 10 through 22 as though fully set forth herein.

38. Plaintiff breached the original contract by pursuing collection efforts notwithstanding the dispute unresolved with Defendant.

39. SIXTH AFFIRMATIVE DEFENSE: No jurisdiction.

40. Defendant incorporates and re-alleges paragraphs 10 through 22 as though fully set forth herein.

41. Plaintiff had failed or refused to prove up essential elements of standing, to wit: injury, causation and redressability, in a manner such that the evidence used is admissible and able to be viewed by this court. This court is denied jurisdiction and may dismiss this complaint or command the Plaintiff to amend the complaint.

42. SEVENTH AFFIRMATIVE DEFENSE: Recoupment for violations of TILA.

43. Defendant incorporates and re-alleges paragraphs 10 through 22 as though fully set forth herein.

44. Plaintiff neglected or refused to acknowledge Defendant's billing error notice within 30 days of its receipt as required by 15 USC 1666(a)(3)(A) and 12 CFR 226.13(c)(1).

45. Plaintiff neglected or refused to either make appropriate corrections in the account or to send a written explanation or clarification to Defendant, after having conducted an investigation, setting forth to the extent applicable the reasons why Plaintiff believed the account of the Defendant was correctly shown in the statement and, upon request of the Defendant, provide copies of documentary evidence of the Defendant's indebtedness within two billing cycles of its receipt of Defendant's billing error notice as required by 15 USC 1666(a)(3)(B) and 12 CFR 226.13(c)(2).

46. Plaintiff adversely reported Defendant's account to the credit reporting bureaus as delinquent, rather than disputed, contrary to 12 CFR 226.12(c)(2) and 12 CFR 226.13(d)(2).

47. Plaintiff took adverse action against Defendant by instituting the instant lawsuit prior to the sending of the written explanation or clarification required under 15 USC 1666(a)(3)(B)(ii) contrary to 15 USC 1666(d) and 12 CFR 226.13(d)(1).

48. By the foregoing violations of the Federal Truth In Lending Acts, Plaintiff is liable to Defendant in the amount of \$325 per violation for a total of \$1300, as a recoupment against any balance that the Court might find Defendant is liable to Plaintiff.

49. EIGHT AFFIRMATIVE DEFENSE: Additional defenses

50. Defendant reserves the right to add additional affirmative defenses identified upon further discovery in this matter.

PRAYER

Defendant Prays that the Complaint be dismissed or a judgment entered in favor of Defendant with cost to Defendant for having to defend this lawsuit and for any

other cost that the court may deem reasonable and just.

VERIFICATION

I, Brent C. Fuchs, verify that the foregoing statements are true upon my personal knowledge or upon information and belief, and the statements are true and correct, subject to the penalties pursuant to 18 Pa. C.S. Section 4904.

Dated this 1st day of August 2008.

Respectfully submitted and signed by
Brent C. Fuchs,

A handwritten signature in black ink, appearing to read "Brent C. Fuchs", is written over a solid horizontal line. The signature is fluid and cursive.

Regular Mail & Certified Mail#: 7005 1820 0004 3548 7435

Citibank (South Dakota) N.A.
Citi Customer Service
Box 6500
Sioux Falls, SD 57117

February 22, 2007

RE: Billing Error on Account # 5424180861008685
Amount in Dispute: \$10,323.77

Dear Citibank (South Dakota) N.A.:

I am writing to dispute the amount of \$10,323.77 allegedly owed on the above referenced credit card statement, dated February 20, 2007. I am not refusing to pay or to avoid liability of an amount that I properly owe. I am unsophisticated in financial matters, but I believe the error can be found in one or more of the following areas: 1) transactional, i.e., credit(s) or payment(s) are missing or are misapplied; 2) error in arithmetic; 3) unauthorized charge, i.e., one or more charges are not legitimate or 4) disclosure, i.e., extra fees, costs and/or interest has been added that were not disclosed.

The Fair Credit Billing Act appears to address (1) and (2) above, whereas (3) and (4) are addressed by the Truth in Lending Act.

I lack the records to resolve the suspected error on my own. Therefore, I require your assistance. I need the following items from you to calculate the amount:

1. Authenticated copy of the Cardholder Agreement which identifies me and was in effect at the time the card was issued, and
2. Authenticated copies of the sales receipts for the last year, and
3. Authenticated copies of the billing statements for the same time period.

It is important that you provide ALL items above and that each item is authenticated, i.e. verified by someone with personal knowledge of the document provided.

The Fair Credit Billing Act allows 30 days in which you are to respond to me acknowledging receipt of my letter. Resolution must be complete within 90 days. If you need more time, please let me know.

I intend to ask my accountant for assistance to resolve this matter. You will hear from me within 15 days of receiving the items above at which time I will be able to provide the exact amount of the error. In the meantime, I expect that you will honor my good faith effort to resolve this matter and not pursue litigation, nor report a delay in payment to credit reporting agencies.

I expressly object to an assignment of the rights and/or duties of the Cardholder Agreement, to which I am a party, from Citibank (South Dakota) N.A. to anyone else.

Exhibit A (1)

Lastly, please remove my phone number 814-913-1117 from your solicitation list as I do not wish to do any business with Citibank (South Dakota) N.A. over the phone. I am requesting that all communications be conducted in writing, and I appreciate your honoring my request.

Thank you for your cooperation.

Sincerely,



Brent C. Euchs
271 Prospect Street
Du Bois, PA 15801

Exhibit A (2)

Brent C. Fuchs
12 Webster Drive
Houtzdale, PA 16651

Defendant, *in propria persona*.

CITIBANK(SOUTH DAKOTA) NA

Plaintiff,

VS.

BRENT C. FUCHS,

Defendant(s).

: IN THE COURT OF COMMON PLEAS
CLEARFIELD, PENNSYLVANIA

: Case No.: 07-1602-CD

: CIVIL - LAW

:

:

FILED NOCC
07/14/08
AUG 26 2008
105

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing , Answer to summons, new matter and exhibit A was sent on the 19 day of August,2008, by mailing a copy of the same via Certified mail number 7001 0320 0002 2895 2449 to the following person(s):

William T. Molczan
Weltman, Weinberg & Reis, CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

By: Sheila Kerr
12 Webster Drive
Houtzdale, PA 16651



FILED

AUG 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA), N.A.

Plaintiff,

Case No.: 07-1602-CD

vs.

TYPE OF PLEADING:
REPLY TO NEW MATTER

BRENT C. FUCHS

FILED ON BEHALF OF:

Defendant.

Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, ESQUIRE
PA I.D.#93598
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6213961

FILED
M 11:25 a.m. GK
SEP 12 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA), N.A.

Plaintiff,

Case No.: 07-1602-CD

vs.

TYPE OF PLEADING:
REPLY TO NEW MATTER

BRENT C. FUCHS

Defendant.

REPLY TO NEW MATTER

AND NOW COMES, Plaintiff, by and through its Counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Reply to Defendant's New Matter in the above-referenced matter. In support thereof, Plaintiff avers as follows:

10. Plaintiff incorporates its Complaint by reference as if fully set forth at length herein.
11. Denied. The averment in paragraph 11 of Defendant's New Matter is denied as a conclusion of law to which no response is required. By way of further Answer, Plaintiff avers that Defendant did not believe the statement contained an error, but rather is trying to escape liability by claiming he sent a "Billing Error Dispute." If Defendant truly felt there was an actual error, he would not have claimed there were 5 completely different "possible" disputes with his monthly statement.
12. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 12 of Defendant's "New Matter", therefore, the allegations are denied and strict proof of same is demanded at trial.
13. The attached letter labeled "Notice" speaks for itself.
14. The attached letter labeled "Notice" speaks for itself.
15. The attached letter labeled "Notice" speaks for itself.
16. The attached letter labeled "Notice" speaks for itself.
17. The attached letter labeled "Notice" speaks for itself.
18. Denied. The averment in paragraph 18 of Defendant's New Matter is denied as a conclusion of law to which no response is required. Plaintiff "acknowledged" the letter, but Defendant has failed to provide the reasons for his belief that a billing error exists, as well as the date or amount

of the alleged error as required under 12 CFR § 226.13. Further, Defendant's "Billing Error Dispute" neither indicates a specific error nor provides any information as to why he believes there is a miscalculation as required. Additionally, Defendant has sent the identical "Billing Error Dispute" to each of his credit card companies, thereby eliminating any doubt that Defendant is attempting to avoid repaying his debts as opposed to calling a legitimate error to a creditor's attention. A true and correct copy of Defendant's "Billing Error Dispute" sent to Defendant's OTHER creditors is attached hereto as exhibit "1" and made a part hereof.

19. Admitted.

20. Denied. The averment in paragraph 20 of Defendant's New Matter is denied as a conclusion of law to which no response is required. By way of further response, Plaintiff is unable to respond further because Defendant does not state to whom Plaintiff is alleged to have reported the account as "delinquent."

21. Denied. The averment in paragraph 21 of Defendant's New Matter is denied as a conclusion of law to which no response is required. By way of further response, Plaintiff's attorney is a debt collector trying to collect a debt, but not a collection agency per se.

22. Denied. A Sheriff's deputy of Clearfield County served the defendant.

23. Denied as a conclusion of law to which no response is required.

24. Plaintiff incorporates its Complaint and paragraphs 10 – 24 of its Reply to New Matter.

25. Denied as a conclusion of law to which no response is required.

26. Denied as a conclusion of law to which no response is required.

27. Plaintiff incorporates its Complaint and paragraphs 10 – 27 of its Reply to New Matter.

28. Denied as a conclusion of law to which no response is required.

29. Denied as a conclusion of law to which no response is required.

30. Denied as a conclusion of law to which no response is required.

31. Plaintiff incorporates its Complaint and paragraphs 10 – 31 of its Reply to New Matter.

32. Denied as a conclusion of law to which no response is required. By way of further response, Defendant has attempted to defraud his creditors by claiming there was a "Billing Error" which did not actually exist. See Exhibit "1."

33. Denied as a conclusion of law to which no response is required.

34. Plaintiff incorporates its Complaint and paragraphs 10 – 34 of its Reply to New Matter.

35. Denied as a conclusion of law to which no response is required. By way of further response, Defendant's "Error Dispute" generally disputes the entire account, which is not allowed under 12 CFR § 226.13. Defendant has attempted to defraud his creditors by claiming there was a "Billing Error" which did not actually exist.

36. Denied as a conclusion of law to which no response is required.
37. Plaintiff incorporates its Complaint and paragraphs 10 – 37 of its Reply to New Matter.
38. Denied as a conclusion of law to which no response is required. By way of further response, Defendant’s “Error Dispute” generally disputes the entire account, which is not allowed under 12 CFR § 226.13. Defendant has attempted to defraud his creditors by claiming there was a “Billing Error” which did not actually exist.
 39. Denied as a conclusion of law to which no response is required.
 40. Plaintiff incorporates its Complaint and paragraphs 10 – 40 of its Reply to New Matter.
 41. Denied as a conclusion of law to which no response is required.
 42. Denied as a conclusion of law to which no response is required.
 43. Plaintiff incorporates its Complaint and paragraphs 10 – 43 of its Reply to New Matter.
 44. Denied as a conclusion of law to which no response is required. By way of further response, Defendant’s “Error Dispute” generally disputes the entire account, which is not allowed under 12 CFR § 226.13. Defendant has attempted to defraud his creditors by claiming there was a “Billing Error” which did not actually exist.
 45. Denied as a conclusion of law to which no response is required. By way of further response, Defendant’s “Error Dispute” generally disputes the entire account, which is not allowed under 12 CFR § 226.13. Defendant has attempted to defraud his creditors by claiming there was a “Billing Error” which did not actually exist.
 46. Denied as a conclusion of law to which no response is required. By way of further response, Defendant’s “Error Dispute” generally disputes the entire account, which is not allowed under 12 CFR § 226.13. Defendant has attempted to defraud his creditors by claiming there was a “Billing Error” which did not actually exist.
 47. Denied as a conclusion of law to which no response is required. By way of further response, Defendant’s “Error Dispute” generally disputes the entire account, which is not allowed under 12 CFR § 226.13. Defendant has attempted to defraud his creditors by claiming there was a “Billing Error” which did not actually exist.
 48. Denied as a conclusion of law to which no response is required. By way of further response, Defendant’s “Error Dispute” generally disputes the entire account, which is not allowed under 12 CFR § 226.13. Defendant has attempted to defraud his creditors by claiming there was a “Billing Error” which did not actually exist.
 49. Denied as a conclusion of law to which no response is required.
 50. Denied as a conclusion of law to which no response is required.

WHEREFORE, Plaintiff respectfully demands that Judgment be entered in its favor and against Defendant for the full amount claimed in Plaintiff's Complaint.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By:

Benjamin R. Bibler, Esquire

PA I.D.#93598

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR # 6213961

Copy

Regular Mail & Certified Mail#: 7005 1820 0004 3548 7466

Discover
Discover Platinum
P.O. Box 15192
Wilmington, DE 19850-5192

March 15, 2007

RE: Billing Error on Account # 6011298972490571
Amount in Dispute: \$1,197.16

Dear Discover:

I am writing to dispute the amount of \$1,197.16 allegedly owed on the above referenced credit card statement, dated February 20, 2007. I am not refusing to pay or to avoid liability of an amount that I properly owe. I am unsophisticated in financial matters, but I believe the error can be found in one or more of the following areas: 1) transactional, i.e., credit(s) or payment(s) are missing or are misapplied; 2) error in arithmetic; 3) unauthorized charge, i.e., one or more charges are not legitimate or 4) disclosure, i.e., extra fees, costs and/or interest has been added that were not disclosed.

The Fair Credit Billing Act appears to address (1) and (2) above, whereas (3) and (4) are addressed by the Truth in Lending Act.

I lack the records to resolve the suspected error on my own. Therefore, I require your assistance. I need the following items from you to calculate the amount:

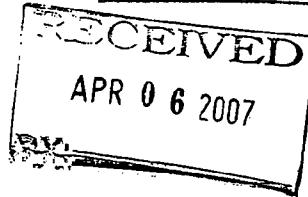
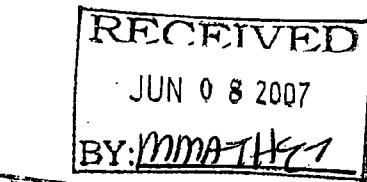
1. Authenticated copy of the Cardholder Agreement which identifies me and was in effect at the time the card was issued, and
2. Authenticated copies of the sales receipts for the last year, and
3. Authenticated copies of the billing statements for the same time period.

It is important that you provide ALL items above and that each item is authenticated, i.e. verified by someone with personal knowledge of the document provided.

The Fair Credit Billing Act allows 30 days in which you are to respond to me acknowledging receipt of my letter. Resolution must be complete within 90 days. If you need more time, please let me know.

I intend to ask my accountant for assistance to resolve this matter. You will hear from me within 15 days of receiving the items above at which time I will be able to provide the exact amount of the error. In the meantime, I expect that you will honor my good faith effort to resolve this matter and not pursue litigation, nor report a delay in payment to credit reporting agencies.

I expressly object to an assignment of the rights and/or duties of the Cardholder Agreement to which I am a party, from Discover to anyone else.



EXHIBIT

1

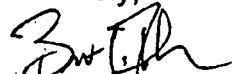
10f2

Copy

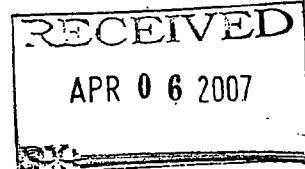
Lastly, please remove my phone number 814-913-1117 from your solicitation list as I do not wish to do any business with Discover over the phone. I am requesting that all communications be conducted in writing, and I appreciate your honoring my request.

Thank you for your cooperation.

Sincerely,



Brent C. Fuchs
271 Prospect Street
Du Bois, PA 15801



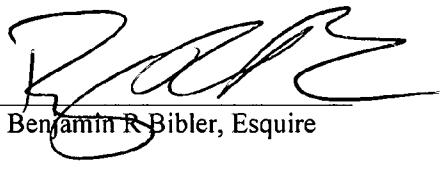
62989-7249-0571

20f2

CERTIFICATE OF SERVICE

A true and correct copy of said Plaintiff's Reply to New Matter has been served by First Class Mail, Postage Pre-Paid, on the 9th day of September, 2008, upon the following:

Brent C. Fuchs
12 Webster Drive
Houtzdale, PA 16651

By: 

Benjamin R. Bibler, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104313
NO: 07-1602-CD
SERVICES 1
COMPLAINT & PRAECIPE

PLAINTIFF: CITIBANK (SOUTH DAKOTA) NA
vs.
DEFENDANT: BRENT C. FUCHS

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | WELTMAN | 8678580 | 10.00 |
| SHERIFF HAWKINS | WELTMAN | 8678580 | 72.18 |

FILED
OCT 06 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins
Sheriff

COPY

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff No. 07-1602-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

BRENT C FUCHS

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS, CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06213961

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

JUN 23 2008

Attest.


Prothonotary/
Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff

vs.

Civil Action No. 07-1602-CD

BRENT C FUCHS

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Will T. Molczan
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #06213961

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff

No: 07-1602-CD

vs.

COMPLAINT IN CIVIL ACTION

BRENT C FUCHS

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

June 23, 2008 document
Reinstated/Reissued to Sheriff's Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED
OCT 01 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CITIBANK (SOUTH DAKOTA) NA

Plaintiff No:

vs.

COMPLAINT IN CIVIL ACTION

BRENT C FUCHS

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06213961 C J Pit SJS

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

CITIBANK (SOUTH DAKOTA) NA

Plaintiff
vs. Civil Action No

BRENT C FUCHS

Defendant

COMPLAINT AND 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 an 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.

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff is CITIBANK (SOUTH DAKOTA) NA with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota, 57117.

2. Defendant is adult individual(s) residing at the address listed below:

BRENT C FUCHS
271 PROSPECT ST
DU BOIS, PA 15801

3. Plaintiff is a national banking association, engaged in consumer lending through the issuance of credit cards.

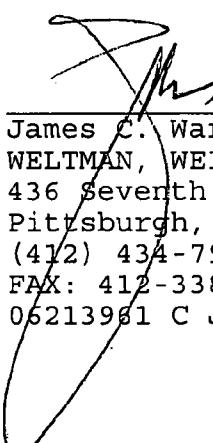
4. Pursuant to Defendant's request, Plaintiff furnished to the Defendant a credit card account (hereinafter account) bearing account number 5424180861008685 .

5. Plaintiff kept accurate running records of all debits and credits to the Account.

6. Plaintiff mailed to Defendant monthly statements for the account including the billing statement attached hereto as Exhibit A. The monthly statements accurately stated the previous balance, the debits and credits to the account for the prior billing period.

7. Defendant's actions as set forth above constituted an account stated between parties for the sum of \$11825.47 , which sum reflects the Exhibit A statement balance less credits, if any, which were applied subsequent to the date of Exhibit A.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , BRENT C FUCHS , INDIVIDUALLY , in the amount of \$11825.47 with continuing interest thereon at the rate of 6.000% per annum from date of judgment plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06213981 C J Pit SJS

08/20/07 \$11825.47 \$11825.47 SITE:KC-CL TM:CO-5000 ACID:KCB3104
 PAY DUE DATE NEW BALANCE MIN. AMT DUE 08/21/07 21:55:00:

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

CITI CARDS
 PO BOX 183064
 COLUMBUS, OH
 43218-3064

Citi® Platinum Select® Card



Account Number
 5424 1808 6100 8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|---|-----------------------|--------------------------------------|-------------------------------------|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 | \$0 | \$6400 | \$0 | \$11825.47 |
| | Statement/ Closing Date 07/23/2007 | Amount Over Credit Line \$1025.47 | Past Due \$2153.68 | Purch/Adv Minimum Due \$483.26 | Minimum Amount Due \$11825.47 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|----------------------|
| | 7/23 | | Standard Purch LATE FEE - JUN PAYMENT PAST DUE 66 0000 | 39.00 0000000000 |
| | 7/23 | | OVER CREDIT LIMIT FEE 62 0000 | 39.00 0000000000 |
| | 7/23 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 | 286.17 0000000000 |
| | 7/23 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 | 41.09 0000000000 |

Your late fee was based on your account balance as of the payment due date (07/17/07), which was \$11,420.21.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Please see enclosed privacy notice for important information.

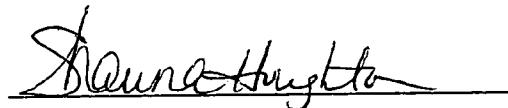
| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |

Days This Billing Period: 32

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--|-----------------------------------|----------------------------|-------------|------------------------|
| PURCHASES Standard Purch Offer 5 | \$10,124.16 \$1,453.80 | 0.08833%(D) 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

Verification

I, Shauna Houghton, am an employee of Citicorp Credit Services, Inc., (USA) which is by contract the service provider for plaintiff CITIBANK (SOUTH DAKOTA) N.A. retained to perform services including but not primarily limited to collecting delinquent debt. I am authorized to make this verification as attorney-in-fact for plaintiff under powers of attorney from plaintiff to Citicorp Credit Services, Inc., (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.



Shauna Houghton

BRENT C FUCHS
5424180861008685
WWR#06213961

FILED No. 62
m 11:47 am
JUN 17 2013

William A. Shaw
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.
Brit J. Suttell, Esquire, Id. no. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

v.

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-1602-CD

BRENT C. FUCHS

Defendant : CIVIL ACTION - LAW

Plaintiff's Summary Judgment Motion

Now comes plaintiff, Citibank (South Dakota), N.A., by and through its undersigned attorneys of record, Burton Neil & Associates, P.C., and hereby moves under Pa. R. C. P. 1035.2 for summary judgment for it and against defendant, Brent C. Fuchs, in the sum of \$11,667.08,¹ plus the costs of this action, and, in support thereof, avers as follows:

1. The pleadings, consisting of the complaint, answer with new matter and plaintiff's reply thereto, are closed.
2. Plaintiff served defendant with requests for admission which defendant did not

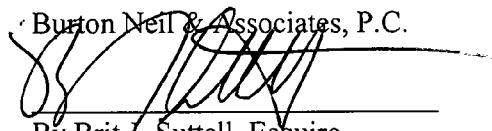
¹The amount sought in this motion is less than the amount sought in the complaint because of a credit issued after the complaint was filed.

answer. A true and correct copy of the requests for admission, along with a certificate of mailing, is attached hereto, incorporated herein and marked Exhibit A.

3. Plaintiff's affidavit in support of summary judgment is attached hereto, incorporated herein and marked Exhibit B.

4. There is no genuine issue of material fact which will require a trial. Therefore, plaintiff is entitled to summary judgment.

Wherefore, plaintiff, Citibank (South Dakota), N.A., moves the Court to enter summary judgment pursuant to Pa. R. C. P. 1035.2 for it and against defendant, Brent C. Fuchs, in the sum of \$11,667.08, plus the costs of this action.


Burton Neil & Associates, P.C.

By Brit J. Suttell, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

Burton Neil
Edward J. O'Brien
Yale D. Weinstein
Derek C. Blasker
Brit J. Sutell
Neil Sarker
Trenton A. Farmer

LAW OFFICES
BURTON NEIL & ASSOCIATES, P.C.
1060 ANDREW DRIVE, SUITE 170
WEST CHESTER, PENNSYLVANIA 19380
610-696-2120
Facsimile 610-696-4111
Email: Burton.neil@burt-law.com
August 9, 2012

Refer to File #
W-22625

Brent C Fuchs
12 Webster Drive
Houtzdale PA 16651

RE: Citibank, N.A. Successor in interest to Citibank (South Dakota), N.A./CITI
MASTERCARD
Account with Brent C Fuchs
Account number ending in 8685

Dear Mr. Fuchs:

I herewith serve upon you plaintiff's First Set of Requests for Admission, Interrogatories and Request for Production of Documents.

Very truly yours,



Edward J. O'Brien

EOB/amc

NOTE: Citibank (South Dakota), N.A. merged into Citibank, N.A., effective July 1, 2011, as approved by the Office of the Comptroller of the Currency. Citibank, N.A. is successor in interest to the account.

In making this communication, we advise that this firm is a debt collector.

EXHIBIT A



**Certificate Of
Mailing**

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This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
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From: Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380

To: Brent C. Fuchs
12 Webster Drive
Houtzdale, PA 16651

PS Form 3817, April 2007 PSN 7530-02-000-9065

W-22625



Hasler

016H26523251

\$0 1.150

08/09/2012

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CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v. : NO.07-1602-CD
BRENT C FUCHS Defendant : CIVIL ACTION - LAW

Plaintiff's Requests for Admission, Interrogatories and Request for Production

You are served with plaintiff's requests for admission, interrogatories and requests for production together with monthly billing statements which are hereafter referred to as "Account Statements" or when referred to an individual statement the "Account Statement"

Requests for Admission

In accordance with the Pennsylvania Rules of Civil Procedure, each matter is admitted unless, within thirty days after service of the request, or within such shorter or longer time as the court may allow, the party to whom the request is directed serves upon the party requesting the admission an answer verified by the party or an objection, signed by the party or by the party's attorney; but, unless the court shortens the time, a defendant shall not be required to serve answers or objections before the expiration of forty-five days after service of the original process upon him or her.

If objection is made, the reasons therefore shall be stated. The answer shall admit or deny the matter or set forth in detail the reasons why the answering party cannot truthfully do so.

A denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify the answer or deny only a part of the matter of which an admission is requested, the party shall specify so much of it as is true and qualify or deny the remainder.

An answering party may not give lack of information or knowledge as a reason for failure to admit or deny unless the answering party states that he or she has made reasonable inquiry and that the information known or readily obtainable by him or her is insufficient to enable him or her to admit or deny. A party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not, on that ground alone, object to the request. That party may, subject to the provisions of Rule 4019(d), deny the matter or set forth reasons why he or she cannot admit or deny it.

Interrogatories

In accordance with the Pennsylvania Rules of Civil Procedure, you are to respond within thirty (30) days after service of these interrogatories. The response shall be inserted in the space provided after each of the interrogatories; attach additional pages if more space is needed for the response. These



interrogatories are continuing and demand is hereby made to amend or supplement the answers as is required by the Pennsylvania Rules of Civil Procedure. If the answering party is a minor, a decedent's estate or an individual who is incompetent or under legal disability to provide answers, the individual providing answers shall state his or her name and the authority under which he or she is providing the answers. Full and complete answers the interrogatories must be provided and signed by the party making the answers.

Request for Production of Documents

In accordance with the Pennsylvania Rules of Civil Procedure, you are to respond within thirty (30) days after service of these requests for admission. It is acceptable that the answer and produced documents be copied and mailed.

Definitions

When used in these requests for admission, interrogatories and requests for production, the words or phrases below will mean the following:

Plaintiff means Citibank (South Dakota), N.A.

Defendant, you, your, or yours means the person whose name and address appears above as the named defendant in this lawsuit.

Document means the original, all drafts and notes thereof, and all copies of any written, printed, recorded, charted, taped, graphic or magnetic matter (including, but not limited to, video tapes, audio tapes, and computer tapes and discs), however produced, reproduced or prepared including email. This request applies to all documents in your possession, custody or control or in the possession, custody or control of persons action or purporting to act on you behalf, including, but not limited to, your present and former agents, accountants, debt management companies and attorneys.

refers to the credit card account which is the subject matter of the complaint.

Identify with regard to a person means the person's full name, last known home and business address and telephone number.

Account or credit card account means the credit card account(s) which is/are the subject of this lawsuit as identified by the last four numbers for the account(s) as stated in the complaint.

Account Statements or account statement means attached billing statements.

Requests for Admission

With reference to the Account Statements served with the requests for admission, interrogatories and requests for production:

1. You admit plaintiff mailed, transmitted or provided each of the Account Statements to you.

2. You admit you received the Account Statements.
3. You admit that the Account Statements are correct copies of the Account Statements you previously received.
4. You admit that the detail for charges in the Account Statements is accurately reflected.
5. You admit that the detail for credits in the Account Statements is accurately reflected.
6. With regard to each of the Account Statements which reflect a credit for a payment:
 - A. You admit you reviewed the Account Statement.
 - B. You admit that after determining the Account Statement information was correct, you then made a payment to plaintiff.
 - C. You admit that for each month you made a payment that a credit for the payment was correctly set forth in the following month's Account Statement.
7. With regard to each of the Account Statements which reflect no credit for payment:
 - A. You admit you reviewed the Account Statement.

B. You admit that after determining that the Account Statement information was correct, you did not make a payment by the payment due date.

C. You admit that for each month in which you did not make a payment that the following month's Account Statement correctly reflected no payment was made.

8. You admit that you made the payment or you caused the payment to be made in the amount shown in each of the Account Statements for which a credit for a payment is reflected.

9. You admit as to each Account Statement which reflects no credit for a payment made, that a payment was not made by the due date stated in the prior month's statement.

10. You admit that the last payment on the account was made on October 20, 2008.

11. You admit that within sixty (60) days from your receipt of each Account Statement that a written billing error notice was not sent to plaintiff.

12. You admit plaintiff is a national bank organized and existing under the laws of the United States of America.

13. You admit that Citibank (South Dakota), N.A. merged into Citibank, N.A. on or about July 2011.

14. You admit Citibank, N.A. is a national bank organized and existing under the laws of the United States of America.

15. You admit that you have no facts to support your alleged affirmative defenses to plaintiff's complaint.

16. You admit that you have no writings, letters, books, calculations, transcripts, papers, contracts, plans, transcripts, slides, programs, data, tapes, agreements, reports, pamphlets, records, checks, drafts or documents of any kind to support your alleged affirmative defenses to plaintiff's complaint.

17. You admit that you have no fact witness or witnesses willing to offer testimony to support your alleged affirmative defenses to plaintiff's complaint.

18. You admit that you have no expert witness or witnesses willing to offer an opinion to support your alleged affirmative defenses to plaintiff's complaint.

Interrogatories

1. Identify each person who provided information for the answer to the requests for admission, these interrogatories and the requests for production.

2. If the response to any of the requests for admission is a denial, explain in detail each fact upon which you rely for your denial.

3. According to your records, what was the date and the amount of the last payment you made on the Account?

4. According to your records, what was the balance owed on the Account as of the date your last payment?

5. According to your records, what is the amount you contend is currently owed on the Account?

6. If the balance you contend is owing on the Account is different than the sum set forth in the complaint, explain in detail how you arrived at the sum set forth in your response to interrogatory no. 5.

7. Identify each person you will call as a witness at the trial of this case.

8. Provide a summary of the facts to which each person identified in your response to interrogatory no. 7 will testify at trial.

9. If a person identified in your response to interrogatory no. 7 will be called as an expert witness, identify the person by name, address and telephone number.

10. State the subject matter on which the expert will testify.

11. State the substance of the facts to which the expert is expected to testify.

12. State the substance of the opinion to which the expert is expected to testify.

13. State a summary of the grounds for the opinion to which the expert is expected to testify.

14. State whether any person designated as an expert witness prepared a written report of findings and opinions.

Request for Production of Documents

Request for Production No. 1 If any fact in response to interrogatory no. 1 is supported by a document, produce the document upon which you rely for your denial to the requests for admission.

Request for Production No. 2 Produce all documents, letters, papers or writings of any kind that you intend to introduce at trial.

Request for Production No. 3 Produce all documents, letters, papers, contracts, agreements, drafts, cancelled checks, cash or money order receipts or writings of any kind on which you rely in support of the answer you filed in this case.

Request for Production No. 4 Produce the resume or *curriculum vitae* of each person you identified as an expert witness.

Request for Production No. 5 Produce the report prepared by each person you identified as an expert witness.

Request for Production No. 6 Produce proof of the last three payments you made on the account. Such proof shall be in the form of a cancelled check or other bank record which reflects the date and amount of the payment.

Burton Neil & Associates, P.C.

By: _____
Edward J. O'Brien, Esquire

NOTICE: Burton Neil & Associates, P.C. is a debt collector.

This is an attempt to collect a debt and any information obtained shall be used for that purpose.

W-22625

30484 Visit: www.citicards.com

868575541815700004

citi®

| Account Number | Statement Date | New Balance | Minimum Amount Due | Interest Amount Enclosed |
|----------------|----------------|-------------|--------------------|--------------------------|
| 8685 | 07/19/04 | \$7554.18 | \$157.00 | |

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BRENT C FUCHS
 4207 WOODS WALK
 VILLA RICA GA
 30180-6923000

CITI CARDS
 PROCESSING CENTER
 DES MOINES, IA
 50363-0001

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 06/21/2004 | \$1245 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$157.00 = | \$7554.18 Minimum Amount Due \$157.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---------------------------------|-----------|------------------|--|---------|
| Payments, Credits & Adjustments | | | | |
| 6/15 | 43342561 | | PAYMENT THANK YOU | -200.00 |
| | | | Standard Purch | |
| 5/24 | 6/21 | VYL3KW00 | CREDIT PROTECTOR FEE - MONTHLY | 51.77 |
| 5/24 | 5/24 | 6T8F4R30 | CREDIT NOTIFY 800-630-3211 VA | 8.99 |
| 5/24 | 5/24 | VBS5GK6S | WESTERNUNION COM MONEY 877-989-3268 CO | 442.00 |
| 5/27 | 5/27 | | GECKO SOFTWARE 435-7528026 UT | 19.95 |
| 6/02 | 6/02 | 4XXYRB90 | WP-DIGITAL VISION NEW YORK GBR | 249.00 |
| 6/02 | 6/02 | NXXYRB90 | WP-DIGITAL VISION NEW YORK GBR | 249.00 |
| 6/02 | 6/02 | YXXYRB90 | WP-DIGITAL VISION NEW YORK GBR | 249.00 |
| 6/02 | 6/02 | GYXXYRB90 | WP-DIGITAL VISION NEW YORK GBR | 249.00 |
| 6/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 75.67 |

Citi Cards Savings
 Total points 5,036

* CITI CARDS SAVINGS SUMMARY *
 Previous Points Balance 3,517
 Purchase Points Earned Last Period 1,519
 Total Points 5,036

Enjoy the quality of Citi Cards Savings products!
 See our website, www.citicardsavings.com or call
 1-888-530-9217 for more information!

This summer, use your Citicard for hot deals and big
 discounts. For more details on great offers, visit
citicards.com and sign-on or register at Account
 Online ("Secure Online Services").

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$6,159.80 | \$1,518.71 | \$200.00 | \$75.67 | \$7,554.18 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$6,159.80 | \$1,518.71 | \$200.00 | \$75.67 | \$7,554.18 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$7,198.79 | 0.03285%(D) | 11.990% | 11.990% |
| ADVANCES Standard Adv | \$0.00 | 0.05477%(D) | 19.990% | 19.990% |

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8685647001134000008

citi

| Account Number | Statement Date | Closing Date | Minimum Amount Due | Enter Amount if Closed |
|----------------|----------------|--------------|--------------------|------------------------|
| 8685 | 08/16/04 | \$6470.01 | \$134.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|-----------------------------------|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ Closing Date 07/21/2004 | \$2329 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv \$134.00 = | \$6470.01 Minimum Amount Due \$134.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---------------------------------|-----------|------------------|---|--------------------|
| Payments, Credits & Adjustments | | | | |
| 6/30 | 6/30 | D9010001 | PAYMENT THANK YOU WP-DIGITAL VISION | -300.00 -249.00 |
| 6/30 | 6/30 | D9010001 | WP-DIGITAL VISION | -249.00 |
| 6/30 | 6/30 | D9010001 | WP-DIGITAL VISION | -249.00 |
| 6/30 | 6/30 | D9010001 | WP-DIGITAL VISION | -249.00 |
| Standard Purch | | | | |
| 6/28 | 7/21 | WKCRT500 | CREDIT PROTECTOR FEE - MONTHLY CREDIT NOTIFY | 44.34 8.99 |
| 7/13 | 7/13 | 7LSB1X6S | GECKO SOFTWARE | 19.95 |
| 7/14 | 7/14 | 9W1Y*X6S | GECKO SOFTWARE | 69.95 |
| 7/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 68.60 |

ThankYou Redemptions Network
Total ThankYou Points 4,183

*****ThankYou Points Summary*****
Previous Statement Point Total 5,036
Base Points Earned -853
Total Points Earned This Period -853
Total ThankYou Points Available 4,183
Lifetime ThankYou Points Earned 4,183

Bonus Points may take one to two additional
billing cycles to appear on your statement. Please
refer to the specific terms and conditions
pertaining to the promotion for further details.

Gift Cards for nationally known restaurants and
retail stores are available at the 3,000 point
level. Treat yourself, treat a friend. Enjoy the
benefits of the Citi Card and the ThankYou
Redemptions Network. See our website,
www.thankyouredemptions.com or call 1-877-7-REDEEM
for more information!

If you have not received your new card, please
call the Customer Service number on this
statement.

Please see the enclosed privacy notice for important
information.

WELCOME TO THANKYOU REDEMPTIONS NETWORK!
Visit our new website www.thankyouredemptions.com to
view the full rewards collection and redeem online
or call 1-877-7REDEEM. You can use your existing
user ID and password to log-in to the new website.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Enjoy this month's special savings offer, available exclusively online!
 1) Visit www.citicards.com
 2) Sign-on or Register at Account Online
 3) View your offer in the "Just For You" area.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$7,554.18 | \$143.23 | \$1,296.00 | \$68.60 | \$6,470.01 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,554.18 | \$143.23 | \$1,296.00 | \$68.60 | \$6,470.01 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$6,819.86 | 0.03353%(D) | 12.240% | 12.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.05477%(D) | 19.990% | 19.990% |

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18685641058133000005

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 09/15/04 | \$6410.58 | \$133.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| | | | | | |
|-----------------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$8800 | \$2389 | \$1100 | \$1100 | \$6410.58 |
| SIOUX FALLS, SD 57117 | Statement/Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| | 08/20/2004 | \$0.00 + | \$0.00 + | \$133.00 = | \$133.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|------------------------|
| 8/16 | 41657103 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 7/22 | 8/20 | OK6NDZ6S | Standard Purch CREDIT PROTECTOR FEE - MONTHLY | 43.93 |
| 7/26 | 7/26 | CICP6000 | GECKO SOFTWARE 435-7528026 UT CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 19.95 9.99 66.70 |

ThankYou Redemptions Network
Total ThankYou Points 4,257

*****ThankYou Points Summary*****
Previous Statement Point Total 4,183
Base Points Earned 74
Total Points Earned This Period 74
Total ThankYou Points Available 4,257
Lifetime ThankYou Points Earned 4,257

Bonus Points may take one to two additional
billing cycles to appear on your statement. Please
refer to the specific terms and conditions
pertaining to the promotion for further details.

Gift Cards for nationally known restaurants and
retail stores are available at the 3,000 point
level. Treat yourself, treat a friend. Enjoy the
benefits of the Citi Card and the ThankYou
Redemptions Network. See our website,
www.thankyouredemptions.com or call 1-877-7-REDEEM
for more information!

Our records show home phone 770-459-2989.
Please update the attached coupon if incorrect.

WELCOME TO THANKYOU REDEMPTIONS NETWORK!
Visit our new website www.thankyouredemptions.com to
view the full rewards collection and redeem online
or call 1-877-7REDEEM. You can use your existing
user ID and password to log-in to the new website.

You have a special savings offer waiting for you!
Check it out exclusively online:
1) Visit www.citicards.com
2) Sign-on or Register at Account Online.
3) View your offer in the "Just For You" area.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$6,470.01 | \$73.87 | \$200.00 | \$66.70 | \$6,410.58 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$6,470.01 | \$73.87 | \$200.00 | \$66.70 | \$6,410.58 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$6,497.60 | 0.03422%(D) | 12.490% | 12.490% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.05477%(D) | 19.990% | 19.990% |

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| Account Number | Statement Due Date | Next Statement | Minimum Amount Due | Last 4 Month History |
|----------------|--------------------|----------------|--------------------|----------------------|
| 18685 | 10/18/04 | \$6486.32 | \$135.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 09/21/2004 | \$2313 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$135.00 = | \$6486.32 Minimum Amount Due \$135.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|----------------|
| 9/13 | 41522525 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 8/21 | 9/21 | K2ZG6P00 | Standard Purch CREDIT PROTECTOR FEE - MONTHLY YAH-YAHOO PERS SERVICE 866-458-8744 CA | 44.45 89.95 |
| 8/23 | 8/23 | JH184500 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 8/26 | 8/26 | YXXD296S | GECKO SOFTWARE 435-7528026 UT | 19.95 |
| 9/09 | 9/09 | 5J1SK87L | LAVALIFE 877-677-5674 NY | 39.99 |
| 9/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 71.41 |

ThankYou Redemptions Network
Total ThankYou Points 4,461

****ThankYou Points Summary****
Previous Statement Point Total 4,257
Base Points Earned 204
Total Points Earned This Period 204
Total ThankYou Points Available 4,461
Lifetime ThankYou Points Earned 4,461

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Gift Cards for nationally known restaurants and retail stores are available at the 3,000 point level. Treat yourself, treat a friend. Enjoy the benefits of your Citi Card and the ThankYou Redemptions Network. See our website www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

IMPORTANT INFORMATION ABOUT CREDIT REPORTING:
WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

Please see the enclosed Notice of Change in Terms to Your Card Agreement for important information regarding changes to your Card Agreement.

Save when you use your Citi Card!
Find your special savings offer exclusively online:
1) Visit www.citicards.com
2) Sign-on or Register at Account Online
3) View your offer in the "Just for You" area.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

FREE SERVICES FOR CITI CARDMEMBERS
 Manage your Citi Card account online securely, anytime—whether you want to check your balance, see if a payment was received or pay your bill. Register now at www.citicards.com

Save Time. Save Paper. Sign up for All Electronic. You'll have instant access to your statement online, without that pile of paper. Get an e-mail notice when your statement is ready. Register or sign-on to citicards.com and choose Manage My Account.

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en español? Llamenos al 1-800-947-9100 para elegir recibir su estado de cuenta y las cartas de Servicio al Cliente en el idioma español.

Fast Online Card Payments with Click-to-Pay. Pay your Citi Card bill online anytime, day or night. Payments received by 1pm EST will post that same business day! Sign-on to citicards.com and choose the Make a Payment menu.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$6,410.58 | \$204.33 | \$200.00 | \$71.41 | \$6,486.32 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$6,410.58 | \$204.33 | \$200.00 | \$71.41 | \$6,486.32 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$6,521.40 | 0.03422%(D) | 12.490% | 12.490% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.05477%(D) | 19.990% | 19.990% |

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citi

| Account Number | Statement Due Date | New Balance | Minimum Due | Enter Amount Unbilled |
|----------------|--------------------|-------------|-------------|-----------------------|
| 8685 | 11/15/04 | \$7156.70 | \$282.00 | |

00 V1 0100 1 MC 4

BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi[®] Platinum Select[®] Card

Account Number

3685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|----------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ Closing Date 10/21/2004 | \$1643 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$133.00 + | \$1100 Purch/Adv Minimum Due \$149.00 = | \$7156.70 Minimum Amount Due \$282.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 10/19 | 68850019 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -2.00 |
| 10/21 | | | Standard Purch | |
| 10/21 | | | CREDIT PROTECTOR FEE - MONTHLY | 49.04 |
| 9/23 | 9/23 | 2V3LP06S | LATE FEE - SEP PAYMENT PAST DUE | 35.00 |
| 9/23 | 9/23 | 6NSJP06S | GECKO SOFTWARE | 19.95 |
| 9/27 | 9/27 | ZBC9G500 | GECKO SOFTWARE | 294.90 |
| 10/02 | 10/02 | THJXR132 | CREDITNOTIFY | 9.99 |
| 10/07 | 10/07 | G2RWTJRO | 800-630-3211 | 44.00 |
| 10/08 | 10/08 | 7NRX810B | DAYS INNS - JASPER | 103.23 |
| 10/08 | 10/08 | EXXONMOBIL75 | JASPER | 4.13 |
| 10/08 | 10/08 | ZZWK1TTC | LEXINGTON | 7.13 |
| 10/08 | 10/08 | 28T72QKB | SUTTON | 8.43 |
| 10/09 | 10/09 | C89XMTML | CHEVRON 0202057 | 5.87 |
| 10/11 | 10/11 | BCVM6LHO | GLADE SPRING | 1.00 |
| 10/21 | | | BP OIL 38322442 | 89.71 |
| | | | GROVE CITY | |
| | | | CAINESVILLE | |
| | | | MA | |
| | | | WALTHAM | |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | |

ThankYou Redemptions Network
Total ThankYou Points 5,009

****ThankYou Points Summary****
Previous Statement Point Total 4,461
Base Points Earned 548
Total Points Earned This Period 548
Total ThankYou Points Available 5,009
Lifetime ThankYou Points Earned 5,009

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Enjoy the quality of our rewards products! See our website, www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Your account is past due. In order to redeem or continue earning ThankYou Points, please send the Minimum Amount Due. If your payment has already been sent, we appreciate it.

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us or any other creditor when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Introducing ThankYou MerchantsSM, a new benefit of ThankYou Redemptions NetworkSM. Get 2 to 10 points per \$1 spent at 200+ participating merchants. For more details on how to register, please log-in at www.thankyouredemptions.com

Save when you use your Citi Card!
 Find your special savings offer exclusively online:
 1) Visit www.citicards.com
 2) Sign-on or Register at Account Online
 3) View your offer in the "Just for You" area.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$6,486.32 | \$582.67 | \$2.00 | \$89.71 | \$7,156.70 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$6,486.32 | \$582.67 | \$2.00 | \$89.71 | \$7,156.70 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$6,934.76 | 0.04312%(D) | 15.740% | 15.740% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.04312%(D) | 15.740% | 15.740% |

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| ACCOUNT NUMBER | STATEMENT END DATE | NEW BALANCE | MINIMUM PAYMENT DUE | ENTER 4-DIGIT ZIP CODE |
|----------------|--------------------|-------------|---------------------|------------------------|
| 8685 | 12/15/04 | \$7278.91 | \$151.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 11/19/2004 | \$1521 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$151.00 = | \$7278.91 Minimum Amount Due \$151.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| | | | Payments, Credits & Adjustments | |
| 11/10 | 97659080 | | PAYMENT THANK YOU | -300.00 |
| 11/10 | | | REFUND LATE FEE | -35.00 |
| | | | Standard Purch | |
| 10/24 | 11/19 | VLZOKBNV | CREDIT PROTECTOR FEE - MONTHLY | 49.88 |
| 10/24 | 10/24 | QPZOKBNV | TGI FRIDAYS #1500 PITTSBURGH PA | 7.90 |
| 10/27 | 10/27 | Z1**X500 | TGI FRIDAYS #1500 PITTSBURGH PA | 15.80 |
| 10/28 | 10/28 | Q7NGWAM6S | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 11/10 | 11/10 | SMWLIYXN | GECKO SOFTWARE 435-7528026 UT | 39.90 |
| 11/19 | | | ALAMO RENT-A-CAR PITTSBURGH PA | 259.13 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 74.61 |

ThankYou Redemptions Network
Total ThankYou Points 5,392

****ThankYou Points Summary****
Previous Statement Point Total 5,009
Base Points Earned 383
Total Points Earned This Period 383
Total ThankYou Points Available 5,392
Lifetime ThankYou Points Earned 5,392

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,156.70 | \$382.60 | \$335.00 | \$74.61 | \$7,278.91 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,156.70 | \$382.60 | \$335.00 | \$74.61 | \$7,278.91 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$7,228.51 | 0.03559%(D) | 12.990% | 12.990% |
| ADVANCES Standard Adv | \$0.00 | 0.05477%(D) | 19.990% | 19.990% |

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| Account Number | Payment Due Date | New Balance | Interest Due - Periodic | Other Amounts Due/Closed |
|----------------|------------------|-------------|-------------------------|--------------------------|
| 8685 | 01/17/05 | \$7162.36 | \$149.00 | |

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BRENT C FUCHS
 4207 WOODS WALK
 VILLA RICA GA
 30180-6923000

CITI CARDS
 PROCESSING CENTER
 DES MOINES, IA
 50363-0001

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 | \$1637 | \$1100 | \$1100 | \$7162.36 |
| | Statement/Closing Date | Amount Over Credit Line | Post Due | Purch/Adv Minimum Due | Minimum Amount Due |
| | 12/21/2004 | \$0.00 + | \$0.00 + | \$149.00 = | \$149.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| 12/13 | 42757687 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -300.00 |
| 11/22 | 12/21 | 8F1STW00 | Standard Purch CREDIT PROTECTOR FEE - MONTHLY | 49.08 |
| 11/25 | 11/22 | VHDR4W6S | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 12/21 | 11/25 | | GECKO SOFTWARE 435-7528026 UT | 39.90 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 84.48 |

ThankYou Redemptions Network
 Total ThankYou Points 5,491

****ThankYou Points Summary****
 Previous Statement Point Total 5,392
 Base Points Earned 99
 Total Points Earned This Period 99
 Total ThankYou Points Available 5,491
 Lifetime ThankYou Points Earned 5,491

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

HAPPY HOLIDAYS FROM ALL OF US AT CITI!
 We'd like to take a moment to thank you for being a Citi Card member and let you know that we appreciate your business. Warmest wishes for the upcoming year.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,278.91 | \$98.97 | \$300.00 | \$84.48 | \$7,162.36 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,278.91 | \$98.97 | \$300.00 | \$84.48 | \$7,162.36 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$7,278.72 | 0.03627%(D) | 13.240% | 13.240% |
| ADVANCES Standard Adv | \$0.00 | 0.05545%(D) | 20.240% | 20.240% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Other Amount Due/Ref |
|----------------|------------------|-------------|--------------------|----------------------|
| 8685 | 02/14/05 | \$7139.82 | \$148.00 | |

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CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

BRENT C FUCHS
4207 WOODS WALK
VILLA RICA, GA
30180-6923000

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|----------------------|--|-----------------------------------|
| 1-800-950-5114 | \$8800 | \$1660 | \$1100 | \$1100 | \$7139.82 |
| BOX 6500 SIOUX FALLS, SD 57117 | Statement/ closing Date 01/20/2005 | Amount Over Credit Line \$0.00 + | Post Due \$0.00 + | Purch/Adv Minimum Due \$148.00 = | Minimum Amount Due \$148.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------------|
| 1/18 | 44349100 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 12/23 | 1/20 | D3SYT17S | Standard Purch CREDIT PROTECTOR FEE - MONTHLY | 48.93 |
| 12/27 | 12/27 | BLNK9J00 | GECKO SOFTWARE 435-7528026 UT CREDITNOTIFY 800-630-3211 VA | 39.90 9.99 |
| | 1/20 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 78.64 |

ThankYou Redemptions Network
Total ThankYou Points 5,590

****ThankYou Points Summary****
Previous Statement Point Total 5,491
Base Points Earned 99
Total Points Earned This Period 99
Total ThankYou Points Available 5,590
Lifetime ThankYou Points Earned 5,590

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

We are pleased to inform you that the current base benefits on your MasterCard(R) have been extended through September 1, 2005. For further information on the benefits you can access as a cardholder, please call 1-800-MC-ASSIST.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,162.36 | \$98.82 | \$200.00 | \$78.64 | \$7,139.82 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,162.36 | \$98.82 | \$200.00 | \$78.64 | \$7,139.82 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$7,227.28 | 0.03627%(D) | 13.240% | 13.240% |
| ADVANCES Standard Adv | \$0.00 | 0.05545%(D) | 20.240% | 20.240% |

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| Account Number | Statement Cut Date | New Balance | Minimum Payment Due | Enter Amount Unbilled |
|----------------|--------------------|-------------|---------------------|-----------------------|
| 8685 | 03/16/05 | \$7130.54 | \$148.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|---|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing date 02/18/2005 | \$1669 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$148.00 = | \$7130.54 Minimum Amount Due \$148.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| 2/14 | 97694022 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 2/18 | | | Standard Purch | 0.00 |
| 2/18 | | | MEMBERSHIP FEE FEB 05-JAN 06 | 48.86 |
| 1/24 | 1/24 | 3BNTPO00 | CREDIT PROTECTOR FEE - MONTHLY | 9.99 |
| 1/27 | 1/27 | 88WMQB65 | CREDITNOTIFY 800-630-3211 VA | 39.90 |
| 2/14 | 2/14 | DB200000 | GECKO SOFTWARE 435-7528026 UT | 14.95 |
| 2/18 | | | SPEEDPAY SERVICE FEE | 77.02 |
| | | | PURCHASES+FINANCE CHARGE+PERIODIC RATE | |

ThankYou Redemptions Network
Total ThankYou Points 5,689

****ThankYou Points Summary****
Previous Statement Point Total 5,590
Base Points Earned 99
Total Points Earned This Period 99
Total ThankYou Points Available 5,689
Lifetime ThankYou Points Earned 5,689

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

If you have not received your new card, please call the Customer Service number on this statement.

Our records show home phone 770-459-2989 and business phone 770-456-0900. Please update coupon if incorrect.

If you default on any Card Agreement, your rate may increase. The new rate will be the Prime Rate plus up to 23.990%, based on the nature of defaults and performance indications. These rates apply to your account at the time this statement was printed.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Please see the enclosed Notice of Change in Terms to
Your Card Agreement for important information
regarding changes to your Card Agreement.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,139.82 | \$113.70 | \$200.00 | \$77.02 | \$7,130.54 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,139.82 | \$113.70 | \$200.00 | \$77.02 | \$7,130.54 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,185.73 | 0.03696%(D) | 13.490% | 13.490% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.05614%(D) | 20.490% | 20.490% |

SEND PAYMENTS TO:
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Over Amount Due/Over |
|----------------|------------------|-------------|--------------------|----------------------|
| 8685 | 04/18/05 | \$2544.05 | \$53.00 | |

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CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 03/22/2005 | \$6255 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Perch/Adv Minimum Due \$53.00 = | \$2544.05 Minimum Amount Due \$53.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------------|
| 3/03 | R1018108 | | Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU | -5,000.00 |
| 2/19 | 3/22 | P***50HO | Standard Purch CREDIT PROTECTOR FEE - MONTHLY | 17.43 |
| 2/24 | 2/24 | HW0W3H6S | ENTERPRISE RENT-A-CAR PITTSBURGH PA | 294.46 |
| 2/25 | 2/25 | TV44VT00 | GECKO SOFTWARE 435-7528026 UT | 39.90 |
| | 3/22 | | CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 9.99 51.73 |

ThankYou Redemptions Network
Total ThankYou Points 6,051

*****ThankYou Points Summary*****
Previous Statement Point Total 5,689
Base Points Earned 362
Total Points Earned This Period 362
Total ThankYou Points Available 6,051
Lifetime ThankYou Points Earned 6,051

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection. For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

***** Great Savings for Our Cardmembers! *****
Let TruGreen ChemLawn(R) put your money to work. Have more green in your wallet and in your lawn! Green Lawns start @ 1-800-232-3990.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,130.54 | \$361.78 | \$5,000.00 | \$51.73 | \$2,544.05 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,130.54 | \$361.78 | \$5,000.00 | \$51.73 | \$2,544.05 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$4,373.68 | 0.03696%(D) | 13.490% | 13.490% |
| ADVANCES Standard Adv | \$0.00 | 0.05614%(D) | 20.490% | 20.490% |

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| Account Number | Payment Due Date | New Balance | Interest Amount Due | Interest Amount Unpaid |
|----------------|------------------|-------------|---------------------|------------------------|
| 8685 | 05/16/05 | \$2871.63 | \$59.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA GA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 04/20/2005 | \$5928 Amount Over Credit Line \$0.00 + | \$1100 Post Due \$0.00 + | \$1100 Purcn/Adv Minimum Due \$59.00 = | \$2871.63 Minimum Amount Due \$59.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| 4/12 | 31312449 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -250.00 |
| 3/28 | 4/20 | KD97R600 | Standard Purch CREDIT PROTECTOR FEE - MONTHLY | 19.68 |
| 3/29 | 3/29 | 6B23LXV2 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 3/30 | 3/30 | PBN7V*00 | CIRCUIT CITY MS #3406 DOUGLASVILLE GA | 181.88 |
| 4/09 | 4/09 | 4MFLHN33 | XM *SATELLITE RADIO 800-XMRADIO DC | 120.88 |
| 4/16 | 4/16 | W5BWD77M | CIRCUIT CITY MS #3406 DOUGLASVILLE GA | 132.13 |
| 4/17 | 4/17 | SXHD217S | DON PABLOS 00151084 ALTOONA PA | 62.85 |
| 4/20 | | | JCPENNEY STORE 1489 DOUBOIS PA | 12.99 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 37.18 |

ThankYou Redemptions Network
Total ThankYou Points 6,591

****ThankYou Points Summary****
Previous Statement Point Total 6,051
Base Points Earned 540
Total Points Earned This Period 540
Total ThankYou Points Available 6,591
Lifetime ThankYou Points Earned 6,591

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$2,544.05 | \$540.40 | \$250.00 | \$37.18 | \$2,871.63 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$2,544.05 | \$540.40 | \$250.00 | \$37.18 | \$2,871.63 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$2,795.61 | 0.04586%(D) | 16.740% | 16.740% |
| ADVANCES Standard Adv | \$0.00 | 0.05682%(D) | 20.740% | 20.740% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount Due |
|----------------|------------------|-------------|--------------------|------------------|
| 8685 | 06/14/05 | \$3020.44 | \$62.00 | |

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BRENT C FUCHS
 4207 WOODS WALK
 VILLA RICA GA
 30180-6923000

CITI CARDS
 PROCESSING CENTER
 DES MOINES, IA
 50363-0001

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ Closing Date 05/19/2005 | \$5779 Amount Over Credit Line \$0.00 + | \$1100 Post Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$62.00 = | \$3020.44 Minimum Amount Due \$62.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 5/11 | 35068009 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 4/22 | 5/19 | TFTR76V5 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 20.70 |
| 4/28 | 4/22 | WDOLWL00 | BUCA DI BEPPO #3808 PITTSBURGH PA | 113.29 |
| 5/04 | 5/04 | JNWKW66S | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 5/14 | 5/14 | Z7*PJDXG | HOTSLOTS 217-3516222 IL | 138.95 |
| 5/19 | | | DELTA 00629226202253 PITTSBURGH PA | 25.00 |
| | | | PURCHASES+FINANCE CHARGE+PERIODIC RATE | 40.88 |

ThankYou Redemptions Network
 Total ThankYou Points 6,878

****ThankYou Points Summary****
 Previous Statement Point Total 6,591
 Base Points Earned 287
 Total Points Earned This Period 287
 Total ThankYou Points Available 6,878
 Lifetime ThankYou Points Earned 6,878

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank-business day.

Save Time. Save Paper. Sign up for All Electronic. You'll have instant access to your statement online, without that pile of paper. Get an e-mail notice when your statement is ready. Register or sign-on to citicards.com and choose Manage My Account.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$2,871.63 | \$307.93 | \$200.00 | \$40.88 | \$3,020.44 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$2,871.63 | \$307.93 | \$200.00 | \$40.88 | \$3,020.44 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$3,028.04 | 0.04655%(D) | 16.990% | 16.990% |
| ADVANCES Standard Adv | \$0.00 | 0.05751%(D) | 20.990% | 20.990% |

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| ACCOUNT NUMBER | PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE DUE | ENTER AMOUNT EXCLUDED |
|----------------|------------------|-------------|-----------------|-----------------------|
| 8685 | 07/18/05 | \$5036.35 | \$104.00 | |

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BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing date 06/21/2005 | \$3763 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$104.00 = | \$5036.35 Minimum Amount Due \$104.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|----------|
| | | | Payments, Credits & Adjustments | |
| 6/04 | 6/15 | 97650298 | PAYMENT THANK YOU | -150.00 |
| 6/04 | 6/04 | BBZPXDWB | BGI-BUDGET RAC-RYDER T DUBOIS PA | -5.17 |
| | | | Standard Purch | |
| 5/21 | 6/21 | 063VGH00 | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 34.51 |
| 5/31 | 5/31 | 6L2P3700 | THE TIRE RACK SOUTH BEND IN | 1,090.68 |
| 5/31 | 5/31 | 49V04BW8 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 6/02 | 6/02 | JLK6Y06F | BGI-BUDGET RAC-RYDER T DOUGLASVILLE GA | 725.93 |
| 6/02 | 6/02 | LSNW71CW | PILOT Troutville VA | 33.55 |
| 6/02 | 6/02 | SOTF1FO0 | RACETRAC608 00006Q02 LAVONIA GA | 38.28 |
| 6/03 | 6/03 | D3172ZFQ | SHELL OIL 9100224710 STATESVILLE NC | 39.75 |
| 6/04 | 6/04 | ZFDPMYK9 | 0043 SHEETZ 00000003 HANCOCK MD | 47.50 |
| 6/04 | 6/04 | 48K87ZFQ | SAMS GAS STATION ALTOONA PA | 8.66 |
| 6/12 | 6/12 | 15TY10Q0 | 0194 SHEETZ 00001Q03 FALLS CREEK PA | 30.01 |
| 6/15 | 6/15 | E8200000 | 0149 SHEETZ 00001Q03 DUBOIS PA | 7.37 |
| 6/19 | 6/19 | JCSF4232 | SPEEDPAY SERVICE FEE | 14.95 |
| 6/21 | | | MARTIN'S FOOD MARKESIA DUBOIS PA | 17.85 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 72.05 |

Introducing ThankYou Merchants^(SM), a new benefit of ThankYou Network^(SM). Get 1 to 10 bonus ThankYou Points^(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

ThankYou Redemptions Network
 Total ThankYou Points 8,922

****ThankYou Points Summary****
 Previous Statement Point Total 6,878
 Base Points Earned 2,044
 Total Points Earned This Period 2,044
 Total ThankYou Points Available 8,922
 Lifetime ThankYou Points Earned 8,922

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Save Time. Save Paper. Sign up for All Electronic. You'll have instant access to your statement online, without that pile of paper. Get an e-mail notice when your statement is ready. Register or sign-on to www.citicards.com and choose Manage My Account.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$3,020.44 | \$2,099.03 | \$155.17 | \$72.05 | \$5,036.35 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$3,020.44 | \$2,099.03 | \$155.17 | \$72.05 | \$5,036.35 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$4,690.27 | 0.04655%(D) | 16.990% | 16.990% |
| ADVANCES Standard Adv | \$0.00 | 0.05751%(D) | 20.990% | 20.990% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 08/15/05 | \$5228.23 | \$108.00 | |

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BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801 PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[™] Card

Account Number

> 8685

Customer Service:

| | | | | | |
|-----------------------|-------------------------|-------------------------|--------------------|-----------------------|--------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$5571 | \$1100 | \$1100 | \$5228.23 |
| SIOUX FALLS, SD 57117 | Statement/ closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| | 07/21/2005 | \$0.00 + | \$0.00 + | \$108.00 = | \$108.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 7/18 | 30520180 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -120.00 |
| 6/27 | 7/21 | 1DN46*00 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 35.83 |
| 6/28 | 6/27 | R7JG1000 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 7/21 | 6/28 | | J P CYCLES *CATALOG 8003974844 IA | 192.13 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 73.93 |

Introducing ThankYou Merchants^(SM), a new benefit of ThankYou Network^(SM). Get 1 to 10 bonus ThankYou Points^(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

ThankYou Redemptions Network
 Total ThankYou Points 9,124

****ThankYou Points Summary****
 Previous Statement Point Total 8,922
 Base Points Earned 202
 Total Points Earned This Period 202
 Total ThankYou Points Available 9,124
 Lifetime ThankYou Points Earned 9,124

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

Congratulations on your recent credit line increase!
 Please note your new total credit line.

MasterCard has extended coverage for the following benefits: Purchase Assurance, Extended Warranty, Travel Assistance Services and MasterRental. For further information regarding these benefits, please call Customer Service.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Want to receive your billing statement in Spanish?
 Prefiere recibir su estado de cuenta en Espanol?
 Llamenos al 1-800-947-9100, o elija su idioma de
 preferencia en www.citicards.com, modificando su
 Perfil Personal en la sección Administrar mi Cuenta.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$5,036.35 | \$237.95 | \$120.00 | \$73.93 | \$5,228.23 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$5,036.35 | \$237.95 | \$120.00 | \$73.93 | \$5,228.23 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$5,217.90 | 0.04723%(D) | 17.240% | 17.240% |
| ADVANCES Standard Adv | \$0.00 | 0.05819%(D) | 21.240% | 21.240% |

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| ACCOUNT NUMBER | PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE/ADJUST | LATER ADJUSTMENTS |
|----------------|------------------|-------------|--------------------|-------------------|
| 8685 | 09/14/05 | \$5368.77 | \$111.00 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS PA
 15801

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|----------------------|--|-----------------------------------|
| 80X 6500 SIOUX FALLS, SD 57117 | \$10800 | \$5431 | \$1100 | \$1100 | \$5368.77 |
| | Statement/ Closing Date 08/19/2005 | Amount Over Credit Line \$0.00 + | Past Due \$0.00 + | Purch/Adv Minimum Due \$111.00 = | Minimum Amount Due \$111.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 8/15 | 35460052 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -300.00 |
| 7/25 | 8/19 | 3MJK1G00 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 36.79 |
| 8/04 | 8/04 | 81*VG589 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 8/08 | 8/08 | ZKP2N47S | COMMON SENSE COMMODITI GULF BREEZE FL | 212.80 |
| 8/14 | 8/14 | 7L97HV30 | JCPENNEY STORE 1489 DU BOIS PA | 76.31 |
| 8/19 | | | DR *trend.com WWW.MYORD.COM MN | 29.94 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 74.71 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

ThankYou Redemptions Network
Total ThankYou Points 9,453

****ThankYou Points Summary****
 Previous Statement Point Total 9,124
 Base Points Earned 329
 Total Points Earned This Period 329
 Total ThankYou Points Available 9,453
 Lifetime ThankYou Points Earned 9,453

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

Our records show home phone 770-459-2989 and business phone 770-456-0900. Please update coupon if incorrect.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$5,228.23 | \$365.83 | \$300.00 | \$74.71 | \$5,368.77 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$5,228.23 | \$365.83 | \$300.00 | \$74.71 | \$5,368.77 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$5,376.39 | 0.04792%(D) | 17.490% | 17.490% |
| ADVANCES Standard Adv | \$0.00 | 0.05888%(D) | 21.490% | 21.490% |

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| Account Number | Payment Due Date | Next Statement | Minimum Payment Due | Enter Amount Due/Entered |
|----------------|------------------|----------------|---------------------|--------------------------|
| 8685 | 10/17/05 | \$7133.62 | \$148.00 | |

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BRENT C FUCHS
 203 AMANDA COURT
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 DU BOIS
 15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 | \$3666 | \$1100 | \$1100 | \$7133.62 |
| | Statement/Closing Date | Amount Over Credit Line | Post Due | Perch/Adv Minimum Due | Minimum Amount Due |
| | 09/21/2005 | \$0.00 + | \$0.00 + | \$148.00 = | \$148.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|----------|
| 9/14 | 34492448 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 8/20 | 8/20 | 96T84L00 | Standard Purch YAH*YAHOO PERS SERVICE 866-458-8744 CA | 99.95 |
| 8/29 | 8/29 | DLZ4C*00 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 9/03 | 9/03 | KYKWM2KB | BEST BUY 00003699 STATE COLLEGE PA | 55.11 |
| 9/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 87.00 |
| | | | Balance Transfer - Charged To Offer 5 | |
| 9/02 | 9/21 | 00056902 | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 48.88 |
| | 9/02 | | BAL XFER CHECK # 1064 | 1,660.29 |
| | 9/21 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 3.63 |

Introducing ThankYou Merchants^(SM), a new benefit of ThankYou Network^(SM). Get 1 to 10 bonus ThankYou Points^(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****ThankYou Points Summary****

| | |
|---------------------------------|-------|
| Previous Statement Point Total | 9,453 |
| Base Points Earned | 165 |
| Total Points Earned This Period | 165 |
| Total ThankYou Points Available | 9,618 |
| Lifetime ThankYou Points Earned | 9,618 |

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$5,368.77 | \$1,874.22 | \$200.00 | \$90.63 | \$7,133.62 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$5,368.77 | \$1,874.22 | \$200.00 | \$90.63 | \$7,133.62 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$5,501.46 | 0.04792%(D) | 17.490% | 17.490% |
| Offer 5 | \$1,007.28 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.05888%(D) | 21.490% | 21.490% |

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| Account Number | Statement Due Date | New Balance | Minimum Amount Due | Current Account Status |
|----------------|--------------------|-------------|--------------------|------------------------|
| 8685 | 11/14/05 | \$7428.45 | \$154.00 | |

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BRENT C FUCHS
 203 ANANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801 PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 10/20/2005 | \$3371 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$154.00 = | \$7428.45 Minimum Amount Due \$154.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---------------|---------------|----------------------|--|-------------------------|
| 10/14 | 33765316 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 9/26 10/09 | 9/26 10/09 | MVBTPJ00 WFYSM2K8 | Standard Purch CREDITNOTIFY 800-630-3211 VA BEST BUY 00003699 STATE COLLEGE PA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 9.99 349.79 78.79 |
| 10/20 | 10/20 | | Balance Transfer - Charged To Offer 5 CRED PROTECTOR FEE-MONTHLY 800-950-5114 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 50.91 5.35 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 360 |
| Total ThankYou Points Earned This Period | 360 |
| Points Transferred to Your ThankYou Network Member Account | 360 |
| | Lifetime Activity |
| Total Base Points Earned | 9,978 |
| Total ThankYou Points Earned | 9,978 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Important Information About Your Account. Please see enclosed Notice of Change in Terms and Right to Opt Out for important changes to your Card Agreement.

Please see the enclosed privacy notice for important information.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Help the victims of Hurricane Katrina. Donate your ThankYou Points(R) to the American Red Cross. 2,500 points = \$25 donation; 5,000 = \$50. Go to www.thankyounetwork.com, or call 1-877-7Redeem today. You can make a difference!

Help protect your account! Monitor your charges before your statement arrives and ensure that no one is purchasing on your card but you. Sign in or register at www.citicards.com

Remove sensitive information from the mail! Sign up for statements online only. Get instant access to your statements online, get email notice when your statement is ready. Safe and convenient. Sign on at www.citicards.com and enroll.

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

Fast Online Card Payments with Click-to-Pay. Pay your Citi Card bill online anytime, day or night. Payments received by 1pm CST will post that same business day! Sign-on to www.citicards.com and choose the Make a Payment menu.

Never Put Your Credit Card Number Online Again. Virtual Account Numbers gives you a random number to use in place of your Citi card number for every online purchase - it's easier than ever - and free. Get started today at www.virtual33.citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,133.62 | \$410.69 | \$200.00 | \$84.14 | \$7,428.45 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,133.62 | \$410.69 | \$200.00 | \$84.14 | \$7,428.45 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$5,590.63 | 0.04860%(D) | 17.740% | 17.740% |
| Offer 5 | \$1,688.14 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.05956%(D) | 21.740% | 21.740% |

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| Account Number | Statement Due Date | New Balance | Minimum Amount Due | Enter - Month 1/2006 |
|----------------|--------------------|-------------|--------------------|----------------------|
| 8685 | 12/14/05 | \$7488.93 | \$156.00 | |

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BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801 PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 11/18/2005 | \$3311 Amount Over Credit Line \$0.00 + | \$1100 Post Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$156.00 = | \$7488.93 Minimum Amount Due \$156.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-----------------|
| 11/09 | 35870304 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 10/24 | 10/24 | M4VF7X00 | Standard Purch | 9.99 |
| 10/27 | 10/27 | GJP1YR30 | CREDITNOTIFY 800-630-3211 VA POLO FACTORY STRE #62 GROVE CITY PA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 109.97 84.08 |
| 11/18 | 11/18 | | Balance Transfer - Charged To Offer 5 CRED PROTECTOR FEE-MONTHLY 800-950-5114 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 51.32 5.12 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 120 |
| Total ThankYou Points Earned This Period | 120 |
| Points Transferred to Your ThankYou Network Member Account | 120 |
| Lifetime Activity | |
| Total Base Points Earned | 10,098 |
| Total ThankYou Points Earned | 10,098 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

The VIP Desk Concierge Service feature will be discontinued as of December 31, 2005.

ThankYou Points(R) are transferred from your Card Account to your ThankYou(SM) Member Account at the close of each billing cycle. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Help the victims of Hurricane Katrina. Donate your ThankYou Points(R) to the American Red Cross. 2,500 points = \$25 donation; 5,000 = \$50. Go to www.thankyounetwork.com, or call 1-877-7REDEEM today. You can make a difference!

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 1pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llameos al 1-800-947-9100 o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

Never Put Your Credit Card Number Online Again. Virtual Account Numbers gives you a random number to use in place of your Citi card number for every online purchase -- it's easier than ever -- and free. Go to www.virtualaccountnumbers.citicards.com

PURCHASE YOUR NEW RELOADABLE Citi Prepaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$7,428.45 | \$171.28 | \$200.00 | \$89.20 | \$7,488.93 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,428.45 | \$171.28 | \$200.00 | \$89.20 | \$7,488.93 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$5,881.87 | 0.04929%(D) | 17.990% | 17.990% |
| Offer 5 | \$1,616.78 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06025%(D) | 21.990% | 21.990% |

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| Account Number | Payment Due Date | New Balance | Minimum - Credit Due | Minimum Account Due |
|----------------|------------------|-------------|----------------------|---------------------|
| 8685 | 01/16/06 | \$7867.02 | \$184.19 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 12/21/2005 | \$2932 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$184.19 = | \$7867.02 Minimum Amount Due \$184.19 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 12/15 | | | Payments, Credits & Adjustments | |
| 12/02 | | | CLICK-TO-PAY PAYMENT, THANK YOU | -200.00 |
| | | | CREDIT TO PURCHASES | -.88 |
| 11/28 | 11/28 | XM2FKS00 | Standard Purch | |
| 12/09 | 12/09 | YY7V*P30 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 12/02 | 12/02 | 88888888 | PROGRESSIVE INS 800-888-7764 OH | 408.00 |
| 12/21 | | | CORRECTION CREDIT TO PURCHASES | .88 |
| | | | PURCHASES+FINANCE CHARGE+PERIODIC RATE | 100.53 |
| 12/21 | | | Balance Transfer - Charged To Offer 5 | |
| 12/21 | | | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 53.91 |
| | | | PURCHASES+FINANCE CHARGE+PERIODIC RATE | 5.66 |

PAYMENT ALERT: To avoid a late fee, please get your payment to us by the cutoff time on the due date shown on your billing statement.

We recently discovered that we applied a credit to your account in error. This credit may have posted on this or your last statement. To correct this, we have debited your account for an amount equal to the credit. You will see this correction in the transaction history, labeled 'Correction Credit to Purchases'.

Introducing ThankYou Merchants^(SM), a new benefit of ThankYou Network^(SM). Get 1 to 10 bonus ThankYou Points^(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|-----|
| Base Points Earned | 417 |
| Total ThankYou Points Earned This Period | 417 |
| Points Transferred to Your ThankYou Network Member Account | 417 |

Lifetime Activity

| | |
|------------------------------|--------|
| Total Base Points Earned | 10,515 |
| Total ThankYou Points Earned | 10,515 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

HAPPY HOLIDAYS FROM ALL OF US AT CITI! We'd like to take a moment to thank you for being a Citi Card member and let you know that we appreciate your business. Warmest wishes for the upcoming year.

The VIP Desk Concierge Service feature will be discontinued as of December 31, 2005.

ThankYou Points(R) are transferred from your Card Account into your ThankYou(SM) Member Account at the close of each billing cycle. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

KEEP TRACK OF YOUR HOLIDAY SPENDING! Stay on top of your purchases and available credit on your Citi credit card this holiday season. Sign-on at citicards.com today and view your account summary anytime, anywhere.

PURCHASE YOUR NEW RELOADABLE Citi Prepaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

Your Citi(R) Platinum Select(R) Card comes with ThankYou Network(R), a no-fee rewards program that lets you get ThankYou Points(R) for the things you buy everyday! You can redeem points for a wide variety of rewards you'll really want.

Want to receive your billing statement in Spanish? Prefiere recibir su cstado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 1pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,488.93 | \$472.78 | \$200.88 | \$106.19 | \$7,867.02 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,488.93 | \$472.78 | \$200.88 | \$106.19 | \$7,867.02 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch Offer 5 | \$6,096.23 | 0.04997%(D) | 18.240% | 18.240% |
| ADVANCES | \$1,568.94 | 0.01093%(D) | 3.990% | 3.990% |
| Standard Adv | \$0.00 | 0.06093%(D) | 22.240% | 22.240% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Order Amount Due/Ref |
|----------------|------------------|-------------|--------------------|----------------------|
| 8685 | 02/15/06 | \$8648.59 | \$233.36 | |

00 R1 0100 1 NC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801 PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOK 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 01/20/2006 | \$2151 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$233.36 = | \$8648.59 Minimum Amount Due \$233.36 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------------|
| 1/20 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| | | | Standard Purch | |
| 12/24 | 12/24 | 5WR1HQN9 | LATE FEE - DEC PAYMENT PAST DUE OFFICE DEPOT #2264 VENICE FL | 39.00 285.66 |
| 12/28 | 12/28 | JSB90232 | HOWARD JOHNSON EXPRESS SMITHFIELD NC | 39.90 |
| 12/28 | 12/28 | ZV77M00 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 1/03 | 1/03 | D2Y1BNGW | FREEDOM BOOKS LAS VEGAS NV | 258.00 |
| 1/12 | 1/12 | Y6WX19WP | PAYPAL *DESIGNVIZ 402 935 7733 CA | 150.00 |
| 1/19 | 1/19 | 72HTJH00 | STX*TIGERDIRECT.COM 800-888-4437 FL | 131.39 |
| 1/20 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 103.34 |
| | | | Balance Transfer - Charged To Offer 5 CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 59.27 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 5.02 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(\$M) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|-----|
| Base Points Earned | 875 |
| Total ThankYou Points Earned This Period | 875 |
| Points Transferred to Your ThankYou Network Member Account | 875 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Your late fee was based on your account balance as of the payment due date (01/16/06), which was \$8,610.57.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 1pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Lláménos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

PURCHASE YOUR NEW RELOADABLE Citi Prepaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

Remove sensitive information from the mail! Sign up for statements online only. Get instant access to your statements online, get an email notice when your statement is ready. Safe and convenient. Sign on at www.citicards.com and enroll.

Help protect your account! Monitor your charges before your statement arrives and ensure that no one is purchasing on your card but you. Sign in or register at www.citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,867.02 | \$973.21 | \$300.00 | \$108.36 | \$8,648.59 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,867.02 | \$973.21 | \$300.00 | \$108.36 | \$8,648.59 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$6,893.59 | 0.04997%(D) | 18.240% | 18.240% |
| Offer 5 | \$1,529.84 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06093%(D) | 22.240% | 22.240% |

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| Account Number | Payment Due Date | New Balance | Estimated Minimum Due | Estimated Due Date |
|----------------|------------------|-------------|-----------------------|--------------------|
| 8685 | 03/20/06 | \$8733.22 | \$278.39 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number:

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|---------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SILOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 02/20/2006 | \$2066 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$278.39 = | \$8733.22 Minimum Amount Due \$278.39 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 2/20 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -250.00 |
| 2/20 | | | Standard Purch MEMBERSHIP FEE FEB 06-JAN 07 | 0.00 |
| 2/20 | | | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 59.85 |
| 2/20 | | | LATE FEE - JAN PAYMENT PAST DUE | 39.00 |
| 1/31 | 1/31 | 5HMCJH00 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 2/06 | 2/06 | T46VV2HF | DUAL ACTION CLEANSE TEL8009410163 CA | 73.40 |
| 2/20 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 127.92 |
| 2/20 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 24.47 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|----|
| Base Points Earned | 83 |
| Total ThankYou Points Earned This Period | 83 |
| Points Transferred to Your ThankYou Network Member Account | 83 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full rcdeemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Your late fee was based on your account balance as of the payment due date (02/15/06), which was \$8,731.98.

The Annual Percentage Rate on your promotional or transferred balances has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

Our records show home phone 770-459-2989 and business phone 770-456-0900. Please update coupon if incorrect.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$8,648.59 | \$182.24 | \$250.00 | \$152.39 | \$8,733.22 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,648.59 | \$182.24 | \$250.00 | \$152.39 | \$8,733.22 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,350.22 | 0.05614%(D) | 20.490% | 20.490% |
| Offer 5 | \$1,405.99 | 0.05614%(D) | 20.490% | 20.490% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06162%(D) | 22.490% | 22.490% |

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| Account Number | Statement/Last Date | New Balance | Minimum Account Use | Enter Amount Enclosed |
|----------------|---------------------|-------------|---------------------|-----------------------|
| 8685 | 04/17/06 | \$8650.41 | \$233.92 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 | \$2149 | \$1100 | \$1100 | \$8650.41 |
| | Statement/ Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| | 03/22/2006 | \$0.00 + | \$0.00 + | \$233.92 = | \$233.92 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 3/20 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 2/28 | 3/22 | F1ZC5100 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 59.28 |
| | 2/28 | | | 9.99 |
| | 3/22 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 126.28 |
| | 3/22 | | | 21.64 |

Introducing ThankYou Merchants^(SM), a new benefit of ThankYou Network^(SM). Get 1 to 10 bonus ThankYou Points^(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|----|
| Base Points Earned | 10 |
| Total ThankYou Points Earned This Period | 10 |
| Points Transferred to Your ThankYou Network Member Account | 10 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

OPT FOR PAPERLESS STATEMENTS! Get an email notice when your statement is ready- see it instantly. ENROLL NOW AND GET A \$5 STATEMENT CREDIT. Sign-up for helpful alerts to remind you when your payment is due. Go to citicards.com

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer service, change your address online. Just log-on at www.citicards.com and select Update Personal Profile under the Manage My Account menu.

00 R1 0100 1 MC 4

BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$8,733.22 | \$69.27 | \$300.00 | \$147.92 | \$8,650.41 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,733.22 | \$69.27 | \$300.00 | \$147.92 | \$8,650.41 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,497.69 | 0.05614%(D) | 20.490% | 20.490% |
| Offer 5 | \$1,284.69 | 0.05614%(D) | 20.490% | 20.490% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06162%(D) | 22.490% | 22.490% |

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| ACCOUNT NUMBER | STATEMENT LAST DATE | NEW BALANCE | MINIMUM PAYMENT DUE | ENTER AMOUNT OR CREDIT |
|----------------|---------------------|-------------|---------------------|------------------------|
| 8685 | 05/15/06 | \$8767.86 | \$232.04 | |

00 R1 0100 1 NC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing date 04/20/2006 | \$2032 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$232.04 = | \$8767.86 Minimum Amount Due \$232.04 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 4/17 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 3/27 | 4/20 | 07F8TC00 | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 60.08 |
| 4/04 | 4/04 | FYTRD200 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 4/06 | 4/06 | RM4VV2HF | XM *SATELLITE RADIO 800-XMRADIO DC | 142.44 |
| | 4/20 | | DUAL ACTION CLEANSE TEL8009410163 CA | 59.90 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 123.93 |
| | 4/20 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 21.11 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 272 |
| Total ThankYou Points Earned This Period | 272 |
| Points Transferred to Your ThankYou Network Member Account | 272 |
| | |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 1,240 |
| Total ThankYou Points Earned | 1,240 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Pay your Citi credit card bill online anytime. It's easy, secure and free.
 Plus, you can schedule payments in advance or pay by 5pm EST to post the same
 business day! Sign-on to citicards.com and select Make a Payment.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer
 service, change your address online. Just log-on at www.citicards.com and
 select Update Personal Profile under the Manage My Account menu.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$8,650.41 | \$272.41 | \$300.00 | \$145.04 | \$8,767.86 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,650.41 | \$272.41 | \$300.00 | \$145.04 | \$8,767.86 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,520.76 | 0.05682%(D) | 20.740% | 20.740% |
| Offer 5 | \$1,281.06 | 0.05682%(D) | 20.740% | 20.740% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06230%(D) | 22.740% | 22.740% |

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| ACCOUNT NUMBER | PAYMENT DUE DATE | NEW BALANCE | MINIMUM AMOUNT DUE | LATE AMOUNT UNPAID |
|----------------|------------------|-------------|--------------------|--------------------|
| 8685 | 06/14/06 | \$9054.51 | \$281.33 | |

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BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1332000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number:

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ Closing Date 05/19/2006 | \$1745 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$281.33 = | \$9054.51 Minimum Amount Due \$281.33 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -650.00 |
| 5/19 | | | | |
| 5/19 | | | Standard Purch | 62.05 |
| 5/19 | | | CREDIT PROTECTOR FEE MNTHLY 8009505114 | 39.00 |
| 4/24 | 4/24 | WKS1FSOO | LATE FEE - APR PAYMENT PAST DUE | 9.99 |
| 4/29 | 4/29 | 2V2QJG9 | CREDITNOTIFY 800-630-3211 VA | 180.18 |
| 4/30 | 4/30 | 2JRW4232 | LOWE'S #1010 DUBOIS PA | 21.41 |
| 5/01 | 5/01 | 7D2YGS30 | MARTIN'S FOOD MARKESJ6 DUBOIS PA | 105.98 |
| 5/04 | 5/04 | W9095CS5 | STAPLES #1511 DUBOIS PA | 26.48 |
| 5/04 | 5/04 | Q25D5232 | WINE & SPIRITS 1702 DUBOIS PA | 28.32 |
| 5/06 | 5/06 | 51JSY6GQ | MARTIN'S FOOD MARKESJ6 DUBOIS PA | 27.08 |
| 5/06 | 5/06 | 997WCP9Q | 0148 SHEETZ 00001003 DUBOIS PA | 29.15 |
| 5/07 | 5/07 | S5ND1F3P | APPLEBEE'S WES01633080 WEST HAZLETON PA | 24.98 |
| 5/08 | 5/08 | BRMTX6N4 | GNC #00235 DUBOIS PA | 104.95 |
| 5/09 | 5/09 | 85KL6ZG3 | EVAClient.COM EVAClient.COM RUS | 124.75 |
| 5/19 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 130.97 |
| 5/19 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 21.36 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 745 |
| Total ThankYou Points Earned This Period | 745 |
| Points Transferred to Your ThankYou Network Member Account | 745 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 1,985 |
| Total ThankYou Points Earned | 1,985 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Your late fee was based on your account balance as of the payment due date
 (05/15/06), which was \$9,451.13.

SAVE TIME. SAVE PAPER. You'll have instant access to your statement online,
 without that pile of paper. Get an email notice when your statement is ready.
 Register at citicards.com and choose Manage My Account.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer
 service, change your address online. Just log-on at www.citicards.com and
 select Update Personal Profile under the Manage My Account menu.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.tarjetasciti.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 5pm ET to post the same business day! Sign-on to citicards.com and select Make a Payment.

PURCHASE YOUR NEW RELOADABLE Citi PrePaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$8,767.86 | \$784.32 | \$650.00 | \$152.33 | \$9,054.51 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,767.86 | \$784.32 | \$650.00 | \$152.33 | \$9,054.51 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,853.13 | 0.05751%(D) | 20.990% | 20.990% |
| Offer 5 | \$1,280.72 | 0.05751%(D) | 20.990% | 20.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06299%(D) | 22.990% | 22.990% |

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| ACCOUNT NUMBER | EXPIRE DATE | RED CASH | MINIMUM AMOUNT DUE | ENTER 4-DIGIT PIN/SEC |
|----------------|-------------|-----------|--------------------|-----------------------|
| 1 8685 | 07/17/06 | \$9211.58 | \$268.11 | |

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BRENT C FUCHS
271 PROSPECT STREET
DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 06/21/2006 | \$1588 Amount Over Credit Line \$0.00 + | \$1100 Post Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$268.11 = | \$9211.58 Minimum Amount Due \$268.11 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-------------------|
| 5/20 | 6/12 | YM4VV2HF | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU DUAL ACTION CLEANSE TELB009410163 CA | -350.00 -59.90 |
| 5/22 | 6/21 | 9V89F69M | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 63.12 |
| 5/30 | 5/22 | Z5563000 | MEDICAL WEB COM INC RALEIGH NC CREDITNOTIFY 800-630-3211 VA | 317.75 9.99 |
| 6/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 151.84 |
| | 6/21 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 24.27 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 331 |
| Total ThankYou Points Earned This Period | 331 |
| Points Transferred to Your ThankYou Network Member Account | 331 |
| | |
| Total Base Points Earned | 2,316 |
| Total ThankYou Points Earned | 2,316 |

Go to thankyou.redeempoints.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

Important Information About Your Account Please see the enclosed Notice of
Change in Terms and Right to Opt Out for important changes to your Card
Agreement.

Note: Effective 09/01/2006, MasterRental Insurance coverage is not available in
Ireland, Israel, or Jamaica. Please see enclosed insert or website below for
details. Contact 1-800-MC-ASSIST with questions.
<http://www.citibank.com/us/cards/mstr-rnll.htm>

Want to receive your billing statement in Spanish? Para recibir su estado de
cuenta en Castellano, por favor llame al 1-800-947-9100, o visite
www.tarjetasciti.com y elija su idioma modificando su Perfil Personal en
"Administrar mi Cuenta."

PURCHASE YOUR NEW RELOADABLE Citi PrePaid MasterCard! Use it for weekly or
monthly expenses, allowances or for family far away. Visit
www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer
service, change your address online. Just log-on at www.citicards.com and
select Update Personal Profile under the Manage My Account menu.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 5pm ET to post the same business day! Sign-on to citicards.com and select Make a Payment.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,054.51 | \$390.86 | \$409.90 | \$176.11 | \$9,211.58 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,054.51 | \$390.86 | \$409.90 | \$176.11 | \$9,211.58 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,000.74 | 0.05751%(D) | 20.990% | 20.990% |
| Offer 5 | \$1,278.88 | 0.05751%(D) | 20.990% | 20.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06299%(D) | 22.990% | 22.990% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Minimum Amount Enclosed |
|----------------|------------------|-------------|--------------------|-------------------------|
| 8685 | 08/16/06 | \$9427.15 | \$256.38 | |

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BRENT C FUCHS
271 PROSPECT STREET
DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing date 07/21/2006 | \$1372 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$256.38 = | \$9427.15 Minimum Amount Due \$256.38 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 7/07 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -350.00 |
| 7/21 | | | Standard Purch | |
| 6/23 | 6/23 | *ZBJQC01 | CREDIT PROTECTOR FEE MNTHLY 8009505114 WWW.HQ-SOFTWARE.COM 70957452356 PHL | 64.60 |
| 6/27 | 6/27 | J0RSMC00 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 7/02 | 7/02 | RNL06PY1 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 32.95 |
| 7/03 | 7/03 | YGM7*742 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 42.95 |
| 7/05 | 7/05 | 234TC6*8 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 32.95 |
| 7/06 | 7/06 | 41KB1531 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 42.95 |
| 7/07 | 7/07 | YSJ81531 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 42.95 |
| 7/12 | 7/12 | MSWCS407 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 57.95 |
| 7/17 | 7/17 | P1SBC2V4 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 32.95 |
| 7/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 140.12 |
| 7/21 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 22.26 |

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|-----|
| Base Points Earned | 403 |
| Total ThankYou Points Earned This Period | 403 |
| Points Transferred to Your ThankYou Network Member Account | 403 |

Year to Date Activity

| | |
|------------------------------|-------|
| Total Base Points Earned | 2,719 |
| Total ThankYou Points Earned | 2,719 |

Go to thankyourcdemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

Please see enclosed privacy notice for important information.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,211.58 | \$403.19 | \$350.00 | \$162.38 | \$9,427.15 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,211.58 | \$403.19 | \$350.00 | \$162.38 | \$9,427.15 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,026.75 | 0.05819%(D) | 21.240% | 21.240% |
| Offer 5 | \$1,275.13 | 0.05819%(D) | 21.240% | 21.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| ACCOUNT NUMBER | PURCHASES DATE | NEW BALANCE | MINIMUM PAYMENT DUE | ENTER AMOUNT DRAFTED |
|----------------|----------------|-------------|---------------------|----------------------|
| 8685 | 09/18/06 | \$9810.96 | \$277.69 | |

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BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS
 15801-1132000

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|---|--------------------------------|---|--|
| BOX 6500 SIOUK FALLS, SD 57117 | \$10800 Statement/ closing Date 08/22/2006 | \$989 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$989 Purch/Adv Minimum Due \$277.69 = | \$9810.96 Minimum Amount Due \$277.69 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|--------------|------------------------------|----------------------|--|-----------------------------------|
| | 8/14 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 7/31 8/07 | 8/22 7/31 8/07 8/22 | QLGKS800 6G833XMJ | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 CREDITNOTIFY 800-630-3211 VA AMERICAW40121814831895 800 235 9292 AZ PURCHASES*FINANCE CHARGE*PERIODIC RATE | 67.23 9.99 426.90 155.86 |
| | 8/22 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 23.83 |

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|-----|
| Base Points Earned | 504 |
| Total ThankYou Points Earned This Period | 504 |
| Points Transferred to Your ThankYou Network Member Account | 504 |

Year to Date Activity

| | |
|------------------------------|-------|
| Total Base Points Earned | 3,223 |
| Total ThankYou Points Earned | 3,223 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Good News! Due to your recent payment performance, we are lowering your Annual
 Percentage Rate (APR) to our standard APR. You will see the new APR on your
 next statement.

Our records show home phone 770-459-2989 and business phone 770-456-0900.
 Please update coupon if incorrect.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,427.15 | \$504.12 | \$300.00 | \$179.69 | \$9,810.96 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL -- | \$9,427.15 | \$504.12 | \$300.00 | \$179.69 | \$9,810.96 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,369.95 | 0.05819%(D) | 21.240% | 21.240% |
| Offer 5 | \$1,279.77 | 0.05819%(D) | 21.240% | 21.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| Account Number | Payment Due Date | Acc. Due Date | Minimum Amount Due | Enter Amount Trashed |
|----------------|------------------|---------------|--------------------|----------------------|
| 8685 | 10/17/06 | \$9690.77 | \$251.46 | |

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BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOK 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 09/21/2006 | \$1109 Amount Over Credit Line \$0.00 + | \$1100 Post Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$251.46 = | \$9690.77 Minimum Amount Due \$251.46 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 9/14 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -400.00 |
| 8/26 | 9/21 | DDZ7ZDK0 | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 66.41 |
| 8/28 | 8/28 | H2CXFS00 | WWW.HO-SOFTWARE.COM 70957452356 PHL CREDITNOTIFY 800-630-3211 VA | 47.95 |
| 9/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 9.99 |
| | | | | 135.23 |
| 9/21 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 20.23 |

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|-----|
| Base Points Earned | 124 |
| Total ThankYou Points Earned This Period | 124 |
| Points Transferred to Your ThankYou Network Member Account | 124 |

Year to Date Activity

| | |
|------------------------------|-------|
| Total Base Points Earned | 3,347 |
| Total ThankYou Points Earned | 3,347 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

REMINDER: You may be assessed an over-the-credit-line fee if your account
 balance exceeds your credit line at any time during the billing period.

SAVE TIME. SAVE PAPER. You'll have instant access to your statement online,
 without that pile of paper. Get an e-mail notice when your statement is ready.
 Register at www.citicards.com and choose Manage My Account.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,810.96 | \$124.35 | \$400.00 | \$155.46 | \$9,690.77 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,810.96 | -\$124.35 | -\$400.00 | -\$155.46 | \$9,690.77 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,551.80 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,279.48 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| ACCOUNT NUMBER | EXPIRATION DATE | NEW CREDIT | MINIMUM AMOUNT DUE | ENTER A MONTH TO CLOSE |
|----------------|-----------------|------------|--------------------|------------------------|
| 8685 | 11/17/06 | \$9679.52 | \$259.89 | |

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BRENT C FUCHS
271 PROSPECT STREET
DU BOIS
15801-1132000

PA

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing date 10/23/2006 | \$1120 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$259.89 = | \$9679.52 Minimum Amount Due \$259.89 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-------------------------|
| 10/16 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -251.46 |
| 9/25 | 10/23 | HKW5D900 | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 66.33 9.99 142.34 |
| 10/23 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 21.55 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 76 |
| Total ThankYou Points Earned This Period | 76 |
| Points Transferred to Your ThankYou Network Member Account | 76 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 3,423 |
| Total ThankYou Points Earned | 3,423 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

REMINDER: You may be assessed an over-the-credit-line fee if your account
balance exceeds your credit line at any time during the billing period.

OPT FOR PAPERLESS STATEMENTS! Get an email notice when your statement is ready
- See it instantly online. ENROLL TODAY. Also sign up for email alerts to
remind you when your payment is due. Go to citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,690.77 | \$76.32 | \$251.46 | \$163.89 | \$9,679.52 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,690.77 | \$76.32 | \$251.46 | \$163.89 | \$9,679.52 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,438.67 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,277.83 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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CITI

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Other Amount Due/Ref |
|----------------|------------------|-------------|--------------------|----------------------|
| 8685 | 12/18/06 | \$9643.93 | \$244.22 | |

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CITI CARDS
 P.O. BOX 182564
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 43218-2564

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS
 15801-1132000

PA

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ Closing Date 11/21/2006 | \$1156 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$244.22 = | \$9643.93 Minimum Amount Due \$244.22 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-------------------------|
| 11/15 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -259.89 |
| 10/30 | 11/21 | 7NT*7H00 | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 66.09 9.99 128.68 |
| | 10/30 | | | |
| | 11/21 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 19.54 |

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|----|
| Base Points Earned | 76 |
| Total ThankYou Points Earned This Period | 76 |
| Points Transferred to Your ThankYou Network Member Account | 76 |

Year to Date Activity

| | |
|------------------------------|-------|
| Total Base Points Earned | 3,499 |
| Total ThankYou Points Earned | 3,499 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Increased Online Security. Going online to manage your credit card just got
 even more secure. A new layer of online protection called Security Questions is
 coming to Account Online.

Use your Citi card to receive \$10 off your first 20 lb. gift box of Al's Family
 Farms Florida Citrus! Navel, grapefruits or mixed. Reg: \$34.95, intro price
 \$24.95 plus s&h. To order: 1-866-743-6277, Dept. 07X, or www.enjoycitrus.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,679.52 | \$76.08 | \$259.89 | \$148.22 | \$9,643.93 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,679.52 | \$76.08 | \$259.89 | \$148.22 | \$9,643.93 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,418.42 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,278.00 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| Account Number | Statement End Date | New Balance | Minimum Amount Due | Interest Amount Accrued |
|----------------|--------------------|-------------|--------------------|-------------------------|
| 8685 | 01/15/07 | \$9567.64 | \$243.16 | |

00 A1 0100 1 MC 4

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|-----------------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| BOX 6500 | \$10800 | \$1232 | \$6400 | \$1232 | \$9567.64 |
| SIOUX FALLS, SD 57117 | Statement/Closing Date | Amount Over Credit Line | Post Due | Perch/Adv Minimum Due | Minimum Amount Due |
| | 12/20/2006 | \$0.00 + | \$0.00 + | \$243.16 = | \$243.16 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 12/18 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 12/20 | | | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 65.56 |
| 11/27 | 11/27 | 5C3WS800 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 12/20 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 128.61 |
| 12/20 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 19.55 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 76 |
| Total ThankYou Points Earned This Period | 76 |
| Points Transferred to Your ThankYou Network Member Account | 76 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 3,575 |
| Total ThankYou Points Earned | 3,575 |

Go to thankyou.redeempoints.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

HAPPY HOLIDAYS FROM ALL OF US AT CITI! We'd like to take a moment to thank you
 for being a Citi Card member and let you know that we appreciate your business.
 Warmest wishes for the upcoming year.

Increased Online Security. Going online to manage your credit card just got
 even more secure. A new layer of online protection called Security Questions is
 coming to Account Online.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,643.93 | \$75.55 | \$300.00 | \$148.16 | \$9,567.64 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,643.93 | \$75.55 | \$300.00 | \$148.16 | \$9,567.64 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,413.54 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,279.17 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| Account Number | Payment Due Date | New Balance | Minimum Payment Due | Other Amount Transferred |
|----------------|------------------|-------------|---------------------|--------------------------|
| 8685 | 02/14/07 | \$9702.43 | \$288.72 | |

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 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|----------------------|--|-----------------------------------|
| 1-800-950-5114 | \$10800 | \$1097 | \$6400 | \$1097 | \$9702.43 |
| BOX 6500 SIOUX FALLS, SD 57117 | Statement/ Closing Date 01/19/2007 | Amount Over Credit Line \$0.00 + | Past Due \$0.00 + | Purch/Adv Minimum Amount Due \$288.72 = | Minimum Amount Due \$288.72 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 1/17 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -243.16 |
| 1/19 | | | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 66.49 |
| 1/19 | | | LATE FEE - DEC PAYMENT PAST DUE | 39.00 |
| 12/26 | 12/26 | OJW67500 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 1/11 | 1/11 | 5CVW327M | FIBRE GLAST DEVELOPMEN BROOKVILLE OH | 109.75 |
| 1/19 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 132.49 |
| 1/19 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 20.23 |

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|-----|
| Base Points Earned | 186 |
| Total ThankYou Points Earned This Period | 186 |
| Points Transferred to Your ThankYou Network Member Account | 186 |

Year to Date Activity

| | |
|------------------------------|-----|
| Total Base Points Earned | 186 |
| Total ThankYou Points Earned | 186 |

Go to thankyou.redeempoints.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Your late fee was based on your account balance as of the payment due date
 (01/15/07), which was \$9,687.38.

Increased Online Security. Going online to manage your credit card just got
 even more secure. A new layer of online protection called Security Questions is
 coming to Account Online.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,567.64 | \$225.23 | \$243.16 | \$152.72 | \$9,702.43 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,567.64 | \$225.23 | \$243.16 | \$152.72 | \$9,702.43 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,378.59 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,279.58 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount to Apply |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 03/19/07 | \$10323.77 | \$713.23 | |

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CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|---|----------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 02/20/2007 | \$476 Amount Over Credit Line \$0.00 + | \$6400 Past Due \$288.72 + | \$476 Purch/Adv Minimum Due \$424.51 = | \$10323.77 Minimum Amount Due \$713.23 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 2/20 | | | Standard Purch | 0.00 |
| 2/20 | | | MEMBERSHIP FEE FEB 07-JAN 08 | 70.75 |
| 2/20 | | | CREDIT PROTECTOR FEE MNTHLY 8009505114 | 39.00 |
| | | | LATE FEE - JAN PAYMENT PAST DUE | |
| 1/18 | 1/20 | Z9FN02Z7 | HOOTERS WISHAWAKA MISHAWAKA IN | 31.47 |
| 1/24 | 1/24 | XMT7RVP30 | ZALES.COM 800-311-5393 PA | 126.08 |
| 1/29 | 1/29 | FK9TP500 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 2/17 | 2/17 | G8DMMW03 | MP3MUSICHQ-COM 866-9784842 CA | 61.54 |
| 2/20 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 246.05 |
| | | | Balance Transfer - Charged To Offer 5 | |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 36.46 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 300 |
| Total ThankYou Points Earned This Period | 300 |
| Points Transferred to Your ThankYou Network Member Account | 300 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 486 |
| Total ThankYou Points Earned | 486 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Your account is past due. In order to continue earning ThankYou Points with your card, please send the Minimum Amount Due. If your payment has already been sent, we appreciate it.

Your late fee was based on your account balance as of the payment due date (02/14/07), which was \$9,869.97.

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

Our records show home phone 770-459-2989 and business phone 770-456-0900. Please update coupon if incorrect.

Great News! Your Citi MasterCard is now accepted at all Sam's Club locations, so you can use it for purchases every time you shop. Not a Sam's Club Member? Sign up today at samsclub.com and start enjoying all the benefits of Membership.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Increased Online Security. Going online to manage your credit card just got even more secure. A new layer of online protection called Security Questions is coming to Account Online.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer service, change your address online. Just log-on at citicards.com and select "Update Personal Profile" under the "Manage My Account" menu.

Use Virtual Account Numbers. A free security tool that disguises your account number when you shop online for added protection. Use it for all your online shopping at www.virtualnumber3.citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,702.43 | \$338.83 | \$0.00 | \$282.51 | \$10,323.77 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,702.43 | \$338.83 | \$0.00 | \$282.51 | \$10,323.77 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,704.93 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,290.03 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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| Account Number | Interest Due Date | New Balance | Minimum Amount Due | Interest Amount Unpaid |
|----------------|-------------------|-------------|--------------------|------------------------|
| 8685 | 04/16/07 | \$10345.51 | \$827.98 | |

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BRENT C FUCHS
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 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|---|----------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ Closing Date 03/21/2007 | \$0 Amount Over Credit Line \$0.00 + | \$6400 Past Due \$425.23 + | \$0 Purch/Adv Minimum Due \$402.75 = | \$10345.51 Minimum Amount Due \$827.98 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 2/22 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -288.00 |
| 3/21 | | | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 0.00 |
| 3/21 | | | LATE FEE - FEB PAYMENT PAST DUE | 39.00 |
| 2/26 | 2/26 | HM7JF700 | CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 9.99 |
| 3/21 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 227.31 |
| | 3/21 | | | 33.44 |

Your late fee was based on your account balance as of the payment due date (03/19/07), which was \$10,045.76.

Your account is past due. Please pay the Minimum Amount Due shown. Remember, regular monthly payments will help establish a good payment history with us. If you have already sent us this payment, thank you.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$10,323.77 | \$48.99 | \$288.00 | \$260.75 | \$10,345.51 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$10,323.77 | \$48.99 | \$288.00 | \$260.75 | \$10,345.51 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,873.94 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,305.46 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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Citi®

| ACCOUNT NUMBER | STATEMENT DATE | NEW BALANCE | MINIMUM PAYMENT | ENTER - TO-DAY UNPAID |
|----------------|----------------|-------------|-----------------|-----------------------|
| 8685 | 05/16/07 | \$10662.20 | \$1250.67 | |

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CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS
 15801-1132000

PA

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 | \$0 | \$6400 | \$0 | \$10662.20 |
| | Statement/ Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| | 04/20/2007 | \$0.00 + | \$827.98 + | \$422.69 = | \$1250.67 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 4/20 | | | Standard Purch | |
| 4/20 | | | LATE FEE - MAR PAYMENT PAST DUE | 39.00 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 242.20 |
| 4/20 | | | Balance Transfer - Charged To Offer 5 | |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 35.49 |

Your late fee was based on your account balance as of the payment due date (04/16/07), which was \$10,345.51.

Your account is two months past due and your credit privileges have been discontinued. Please call the toll-free number shown above, Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. If you have already sent us this payment, thank you.

Credit Protector
 Your account protection enrollment has been cancelled on your account effective 03/21/2007.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$10,345.51 | \$39.00 | \$0.00 | \$277.69 | \$10,662.20 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$10,345.51 | \$39.00 | \$0.00 | \$277.69 | \$10,662.20 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$9,139.92 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,339.19 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

Visit: www.citicards.com

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| Account Number | Payment Due Date | New Balance | Minimum Cash Limit | Enter 4-Digit Zip Code |
|----------------|------------------|-------------|--------------------|------------------------|
| 8685 | 06/18/07 | \$11045.73 | \$1950.93 | |

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BRENT C FUCHS
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15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|---|-----------------------------------|---|--|
| BOK 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing date 05/22/2007 | \$0 Amount Over Credit Line \$245.73 + | \$6400 Past Due \$1250.67 + | \$0 Purch/Adv Minimum Due \$454.53 = | \$11045.73 Minimum Amount Due \$1950.93 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 5/22 | | | Standard Purch | |
| 5/22 | | | LATE FEE - APR PAYMENT PAST DUE | 39.00 |
| 5/22 | | | OVER CREDIT LIMIT FEE | 39.00 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 266.63 |
| 5/22 | | | Balance Transfer - Charged To Offer 5 | |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 38.90 |

Your late fee was based on your account balance as of the payment due date (05/16/07), which was \$10,662.20.

Your account is now 3 MONTHS PAST DUE and currently closed. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$10,662.20 | \$78.00 | \$0.00 | \$305.53 | \$11,045.73 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$10,662.20 | \$78.00 | \$0.00 | \$305.53 | \$11,045.73 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$9,433.11 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,376.36 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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| Account Number | Statement Due Date | New Balance | Minimum Amount Due | Entered Amount Due/Ref |
|----------------|--------------------|-------------|--------------------|------------------------|
| 8685 | 07/17/07 | \$11420.21 | \$11420.21 | |

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CITI CARDS
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 43218-2564

Citi[®] Platinum Select[™] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|---|---------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ Closing Date 06/21/2007 | \$0 Amount Over Credit Line \$620.21 | \$6400 Past Due \$1705.20 | \$0 Purch/Adv Minimum Due \$448.48 | \$11420.21 Minimum Amount Due \$11420.21 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 6/21 | | | Standard Purch | |
| 6/21 | | | LATE FEE - MAY PAYMENT PAST DUE | 39.00 |
| 6/21 | | | OVER CREDIT LIMIT FEE | 39.00 |
| | | | PURCHASES+FINANCE CHARGE+PERIODIC RATE | 259.00 |
| | | | Balance Transfer - Charged To Offer 5 | |
| 6/21 | | | PURCHASES+FINANCE CHARGE+PERIODIC RATE | 37.48 |

Your late fee was based on your account balance as of the payment due date (06/18/07), which was \$11,045.73.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$11,045.73 | \$78.00 | \$0.00 | \$296.48 | \$11,420.21 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$11,045.73 | \$78.00 | \$0.00 | \$296.48 | \$11,420.21 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$9,773.83 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,414.54 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

8685182547825475306

| ACCOUNT NUMBER | PURCHASE DATE | NEW BALANCE | LAST 4 DIGITS OF ACCOUNT NUMBER | MAILER ADDRESS |
|----------------|---------------|-------------|---------------------------------|----------------|
| 8685 | 08/20/07 | \$11825.47 | \$11825.47 | |

32 A1 0100 1 MC 4

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi[®] Platinum Select[®] Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|---------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 07/23/2007 | \$0 Amount Over Credit Line \$1025.47 | \$6400 Past Due \$2153.68 | \$0 Purch/Adv Minimum Due \$483.26 | \$11825.47 Minimum Amount Due \$11825.47 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 7/23 | | | Standard Purch | 39.00 |
| 7/23 | | | LATE FEE - JUN PAYMENT PAST DUE | 39.00 |
| 7/23 | | | OVER CREDIT LIMIT FEE | 286.17 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | |
| 7/23 | | | Balance Transfer - Charged To Offer 5 | 41.09 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | |

Your late fee was based on your account balance as of the payment due date (07/17/07), which was \$11,420.21.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Please see enclosed privacy notice for important information.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | -\$11,420.21 | \$78.00 | -\$0.00 | -\$327.26 | \$11,825.47 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$10,124.16 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,453.80 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

CITIBANK, N.A.

Plaintiff,

vs.

BRENT C FUCHS

Defendant.

)
Case No.

AFFIDAVIT SUPPORTING SUMMARY JUDGMENT

W 22(2)

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

Before me, the undersigned authority, personally appeared the person identified below, who being by me duly sworn, deposed as follows:

Leola Phenix

1. My name is Leola Phenix. I am of sound mind, lawful age and capable of making this Affidavit. The statements set forth in this affidavit are true and correct based on my personal knowledge and review of the business records described herein. I am authorized to make this affidavit on behalf of plaintiff Citibank, N.A. (referred to herein as "Citibank"). Citibank is a National Bank located in Sioux Falls, South Dakota.
2. I am employed by Citibank or an affiliate. My job title is Document Control Officer. My employment duties include being a custodian of records with respect to accounts owned by Citibank. As a custodian of records, I have knowledge of, and access to, account information and records concerning the defendant's Citibank account number currently ending in 8685, which is the subject of this lawsuit (the "Account"). As a result, I am competent to testify to the matters stated herein.
3. Citibank's records regarding the Account contain the name and billing address of the defendant, the Account number (and predecessor account numbers, if any), the Account's history, which may include charges made, interest and/or fees assessed, payments and/or credits received, and the minimum payment due and the total outstanding balance due on the Account, all of which are collectively referred to as the "Account Information". Exhibit A attached hereto and incorporated herein are copies of the Account statement transaction detail for the period from 1/20/2005 to 7/23/2007 that was sent to the defendant (the "Account Statement").
4. The Account Information reflects that charges were made on the Account to purchase goods and services and/or obtain cash advances. Defendant was provided periodic billing statements for the Account when there was Account activity, which described the charges on the Account, along with interest, fees, payments, credits and the amount due on the Account.

The Account is subject to written terms and conditions, as amended from time to time, which terms and conditions were agreed to by the defendant's use of Account, a true and correct copy of the most recent version is attached hereto as Exhibit B.

5. Exhibit(s) A and B are business records reflecting information created and maintained by Citibank or its affiliates, in the course of regularly conducted business activity, and are part of the regular practice of Citibank to create and maintain such information, and also were made at the time of the act, transaction, occurrence or event or within a reasonable time thereafter.
6. As reflected in the Account Information, defendant did eventually fail to make required payments on the Account.
7. As a result of defendant's failure to make proper payments on the Account, defendant is presently in default on the Account.
8. The Account Information shows that the Account Statement reciting the amount of the debt was sent to the defendant either by regular mail or by electronic mail. The attached Account Statement does not reflect any outstanding disputes on the Account.
9. As reflected on the attached Account Statement, the balance on the Account is \$11,825.47. After the attached Account Statement was sent to the defendant, an additional payment or credit/debit was received on the Account in the amount of \$158.39. As of the date of this affidavit, the Account balance of \$11,667.08 is due and owing.
10. Citibank's records reflect that defendant opened and/or used the Account and, therefore, to the best of my knowledge, defendant is neither an incompetent, nor an infant.

EXHIBIT B

11. The debt reflected herein is delinquent, past due and remains due and owing. Citibank is the owner of the Account and the party and entity to whom the delinquent debt is owed.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on March 8, 2012



Signature

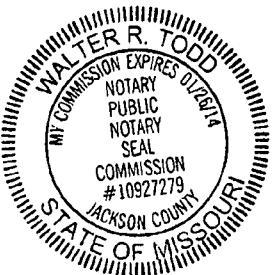
STATE OF MISSOURI)

) ss.

COUNTY OF PLATTE)

On this 8 day of March, 2012, before the undersigned Notary Public in and for the state of Missouri, personally appeared Ledie Phenix, known to me to be the person who executed the Affidavit on behalf of the above-named Plaintiff, and acknowledged to me that he/she executed the same for the purposes therein stated.

Missouri




Notary Public
My commission expires:

to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

Applicable Law and Enforcing our Rights

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

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

Collection Costs: If we refer collection of your account to a lawyer who is not our salaried employee, you are liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent permitted by law.

Assignment: We may assign any or all of our rights and obligations under this Agreement to a third party.

For Further Information

Call the toll-free Customer Service telephone number shown on the billing statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.


Ken Stark
President & CEO

Citibank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

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What To Do If There's An Error In Your Bill.

Year 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.

Identify Us & 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) as soon as possible at the address provided in the Billing Rights Summary portion on the back of your statement. We must hear from you no later than 60 days after we sent you the first 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 numbers.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.
- Please sign your letter.

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

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

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

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

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

If we don't know 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.

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.

CARD AGREEMENT

This Card Agreement, which includes your card carrier, is your contract with us and governs the use of your card and account. The card carrier contains important account information, including your annual percentage rates and the amount of any membership fee. Please read and keep these documents for your records.

FACTS ABOUT RATES AND FEES

For complete information about these facts, please see the related sections in this Card Agreement.

RATES — FINANCE CHARGES

Purchases and Cash Advances APR: See card carrier. All APRs based on the Prime Rate plus very each billing period. Default APR: See card carrier. The Default APR equals the Prime Rate plus up to 23.89%, or up to 28.99%, whichever is greater. All APRs may automatically increase up to the Default APR if you fail to make a payment to us when due, exceed your credit line, or make a payment to us that is not honored. Minimum Finance Charge: \$0.50.

TRANSACTION FEES — FINANCE CHARGES
Returned Check Fee: 3% of each balance transfer, \$5 minimum.
Purchases Made in a Foreign Country Fee: 3% of each purchase after its conversion into U.S. dollars.
Cash Advance Fee: 3% of each cash advance, \$5 minimum.
OTHER FEES
Late Fee: \$15 on balances up to \$100; \$29 on balances of \$100 up to \$250; \$38 on balances of \$250 and over.
Over-the-Credit-Line Fee: \$29.
Annual Membership Fee: \$30.
Returned Payment Fee: \$30.
Returned Convenience Check Fee: \$39.
Stop Payment on Convenience Check Fee: \$39.

Rates, fees, and terms may change: We may change the rates, fees, and terms of your account at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

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Sioux City
P.O. Box 116070
0407

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Definitions
accept: the relationship established between you and us by this Card Agreement.

APR: annual percentage rate.

authorized user: any person you allow to use your account, one or more cards or other account access devices, including account numbers, that we issue to you to obtain credit under this Card Agreement.

Card Agreement: this document and the card carrier.

new, year, and year: the person who applied to open the account and any other person responsible for complying with this Agreement, including the person to whom we address billing statements.

Your Account

You agree to use your account in accordance with this Agreement. 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 the card. You must pay us all amounts due on your account as specified in this Agreement. Your account must only be used for lawful transactions.

Authorized User: You may allow authorized users to use your account. You must pay us for all charges made by authorized users. You must notify us to revoke any permission for those charges. You must notify us to revoke any permission you give to an authorized user to use a card or to use your account.

Card Line: Your initial credit line appears on the card carrier. The full amount of your credit line is available to buy or lease goods or services where the card is honored. Part of your credit line, called the cash advance limit, is available for cash advances. We may change your credit line or cash advance limit at any time for any reason. We will notify you of any change, but the change may take effect before you receive the notice. The total balance on your account, including periodic finance charges and fees, must always remain below the credit line. However, if the total balance exceeds your credit balance, we may reduce the credit balance by any new charges on your account. You may not maintain a credit balance in excess of your credit line.

Billing Statement: Your billing statement shows the total balance, periodic finance charges, fees, minimum amount

due, and payment due date. It also shows your current credit line and cash advance limit, an itemized list of current charges, payments and credits; a rate summary; and other important information. We deliver a statement of a change in address. You must notify Customer Service of a change in address. If we deem your account uncollectible or in collection proceedings by sending it to an outside agency or attorney for collection, we may stop sending you statements. Periodic finance charges and fees continue to accrue even if we stop sending statements.

The total amount you owe us appears as the New Balance on the billing statement. To determine the New Balance we begin with the total balance at the start of the billing period. We add any purchases or cash advances and subtract any credits or payments credited as of that billing period. We then add any periodic finance charges or fees and make other adjustments.

APRs

APRs Based on Prime: We calculate any APR based on the U.S. Prime Rate ("Prime Rate") by adding the applicable amount that appears on the card carrier to the Prime Rate. For each billing period we use the Prime Rate published in *The Wall Street Journal* two business days prior to the Statement of Billing Date for that billing period. If *The Wall Street Journal* does not publish the Prime Rate, we may substitute a similar published rate. A change in an APR due to a change in the Prime Rate rates effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rate that may apply.

Default Rate: All your APRs may increase if you default under any Card Agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored. In these circumstances, we may automatically increase your APRs (including any promotional APRs) on all balances to the APR divided by 365. A billing period begins on the day after the Statement/Closing Date of the previous billing period and includes the Statement/Closing Date of the current billing period.

To get the daily balance, we take the beginning balance for each balance every day (including unpaid periodic finance charges from previous billing periods), add any new charges, and any periodic finance charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero.

We add a charge to the daily balance as of the Sale Date on the billing statement. We add a balance transfer or cash advance to the appropriate balance as of the Post Date on the statement. We add any transaction fees for purchases, in full, unless we tell you otherwise.

Effect of APR Increases: If an APR increases, periodic finance charges increase and your minimum payment may increase.

Periodic Finance Charges Based On APRs

Periodic Finance Charge: Periodic finance charges are finance charges that are added to your account when we apply the applicable APR to the balance on your account. We calculate periodic finance charges separately for each balance subject to different terms, for example, standard purchases, standard cash advances, and each promotional offer. The total periodic finance charge for the billing period equals the daily periodic finance charges for each balance for each day in the billing period.

• To get the total periodic finance charge, we add up all daily periodic finance charges for each balance for each day in the billing period.

• For each balance, the Balance Subject to Finance Charge on the statement is the average of the daily balances during the billing period. If you multiply this figure for each balance by the number of days in the billing period and by the applicable daily periodic rate, the result is the periodic finance charges assessed for that balance, except for minor variations caused by rounding.

Minimum Finance Charge: If the periodic rate finance charge would otherwise be less than \$0.50, we assess a minimum FINANCE CHARGE of \$0.50. We add the amount to any balance that is assessed a finance charge.

Transaction Fees

Transaction Fees and APRs: If you are assessed a transaction fee for a balance transfer, a purchase made in a foreign currency, or a cash advance, the transaction fee will cause the APR on the billing statement on which the transaction first appears to exceed your nominal APR.

Transaction Fee for Balance Transfers: You obtain a balance transfer if you obtain funds through a balance transfer check or transfer a balance without using a cash purchases unless otherwise provided in this Agreement. For each balance transfer we add an additional FINANCE CHARGE of 3% of the amount of the balance transfer, but not less than \$0.

Transaction Fee for Purchases Made in a Foreign Currency: For each purchase made in a foreign currency we add an additional FINANCE CHARGE of 3% of the purchase amount after its conversion into U.S. dollars.

Transaction Fee for Cash Advances: You obtain a cash advance if you obtain funds through an automated teller machine (ATM), convenience check, home banking, or financial institution; make a wire transfer; obtain a money order; traveler's check, cash advance, cash chip, or similar item; or engage in a similar transaction. For each cash

advances we add an additional FINANCE CHARGE of 3% of the amount of the cash advance, but not less than \$5.

Other Fees

Late Fee: We add a late fee to the standard purchase balance for each billing period you fail to pay, by its due date, the Minimum Amount Due (less the Amount Over Credit Line shown on your billing statement). This fee is based on your account balance as of the payment due date. It is \$15 on balances up to \$100, \$25 on balances of \$100 up to \$250, and \$35 on balances of \$250 and over.

Over-the-Credit-Like Fee: We add a \$39 fee to the standard purchase balance if your account balance exceeds your credit line at any time during the billing period. We add this fee even if transactions we authorize or periodic finance charges, fees, and other charges you incur are a reason the account balance exceeds your credit line. We add this fee even if the account balance falls below your credit line by the end of the billing period.

Annual Membership Fee: We add any applicable annual membership fee to the standard purchase balance. This fee is non-refundable unless you notify us to cancel your account within 30 days of the mailing or delivery date of the billing statement on which the fee is billed.

Returned Payment Fee: We add a \$39 fee to the standard purchase balance if a payment check or similar instrument is not honored or is returned because it cannot be processed, or if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Returned Convenience Check Fee: We add a \$39 fee to the standard advance balance if we decline to honor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the cash advance limit or credit line. If you default, if you did not comply with our instructions regarding the check, or if your account has been closed.

Stop Payment on Convenience Check Fee: We add a \$39 fee to the standard advance balance we honor your request to stop payment on a convenience check. To stop payment on a convenience check within 14 days, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for 6 months unless renewed in writing.

Balance Transfer Checks and Convenience Checks: Each check must be in the form it was issued and used according to any instructions we give. The checks must not be used to pay an amount owed us under this or another Card Agreement that you have with us. We do not certify these checks or return any such checks that have been paid.

Information on Foreign Currency Conversion Procedures

Conversion Currencies

If you make a transaction in a foreign currency, other than a cash advance made at a branch or ATM of one of our affiliates, MasterCard, Visa or American Express, depending on which card is used, converts the amount into U.S. dollars as follows:

- MasterCard converts with its foreign currency conversion procedures then in effect. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing date. Such rate is either a wholesale market rate or the government-mandated rate.
- Visa converts with its foreign currency conversion procedures then in effect. Visa currently uses a conversion rate in effect on its applicable contra processing date. Such rate is either a rate it selects from the range of rates available in wholesale currency markets, which may vary from the rate it receives, or the government-mandated rate.

• American Express converts with its foreign currency conversion procedures then in effect. Unless a particular rate is required by applicable law, the rate used by American Express shall be the highest interbank rate selected on the business day prior to the day on which the transaction is processed by American Express.

If a cash advance is made in a foreign currency at a branch or ATM of one of our affiliates, the amount is converted into U.S. dollars by our affiliate in accordance with its foreign currency conversion procedures then in effect. Our affiliate currently uses a conversion rate in effect on its applicable processing date. Such rate is either a mid-point market rate or the government-mandated rate.

The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the See or Post date on your billing statement for that transaction.

If a transaction is converted by a third party prior to such transaction being processed by MasterCard, Visa, or American Express, the foreign currency conversion rate for that transaction will be the rate selected by that third party.

Minimum Amount Due: Each month you must pay at least the Minimum Amount Due by the payment due date. The

to any instructions we give. The checks must not be used to pay an amount owed us under this or another Card Agreement that you have with us. We do not certify these checks or return any such checks that have been paid.

Information on Foreign Currency Conversion

If you make a transaction in a foreign currency, other than a cash advance made at a branch or ATM of one of our affiliates, MasterCard, Visa or American Express, depending on which card is used, converts the amount into U.S. dollars as follows:

- The New Balance on the billing statement if it is less than \$25.
- \$25 if the New Balance is at least \$25.
- 1% of the New Balance (which calculation is rounded down to the nearest dollar) plus the amount of your banked finance charges and any applicable bank fee, or 1.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Amount Due never exceeds the New Balance. In calculating the Minimum Amount Due, we may subtract from the New Balance certain fees added to your account during the billing period.

Application of Premiums: We apply payments and credits to low APR balances before higher APR balances. That means your savings will be reduced if you make transactions that are subject to higher APRs.

Payments and Returns: Payments are credited in accordance with the payment instructions on the billing statement. You must pay us in U.S. dollars using a check, similar instrument, or automatic debit if the draw is on and honored by a bank in the U.S. Do not send cash. We can accept bills or partial payments, and payments that reflect a paid in full or other restrictive endorsements, without losing our rights. We reserve the right to accept payments made in foreign currency and instruments drawn on funds or deposit outside the U.S. If we do, we select the currency conversion rate of our discretion and credit your account in U.S. dollars after deducting any costs incurred in processing your payment, or we may bill you separately for such costs.

Optional Pay by Phone Service: You may request to make your payment by phone using our optional Pay by Phone Service. Each time you make such a request, you agree to pay us the amount shown in the Pay by Phone section on the back of the billing statement. Our representatives are trained to tell you this amount if you decide to use this optional Pay by Phone Service.

Credit Reporting

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may appear on your credit report. If you request, we may close your account and demand immediate payment of the total balance. If you give us a security interest in a Certificate of Deposit, we may use the deposit amount to pay any amount you owe.

sooner you pay the New Balance, the less you will pay in periodic finance charges.

To calculate the Minimum Amount Due, we begin with any past due amount and add any amount in excess of your credit limit and add the largest of the following:

- The New Balance on the billing statement if it is less than \$25.
- \$25 if the New Balance is at least \$25.
- 1% of the New Balance (which calculation is rounded down to the nearest dollar) plus the amount of your banked finance charges and any applicable bank fee, or 1.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Amount Due never exceeds the New Balance. In calculating the Minimum Amount Due, we may subtract from the New Balance certain fees added to your account during the billing period.

Application of Premiums: We apply payments and credits to low APR balances before higher APR balances. That means your savings will be reduced if you make transactions that are subject to higher APRs.

Payments and Returns: Payments are credited in accordance with the payment instructions on the billing statement. You must pay us in U.S. dollars using a check, similar instrument, or automatic debit if the draw is on and honored by a bank in the U.S. Do not send cash. We can accept bills or partial payments, and payments that reflect a paid in full or other restrictive endorsements, without losing our rights. We reserve the right to accept payments made in foreign currency and instruments drawn on funds or deposit outside the U.S. If we do, we select the currency conversion rate of our discretion and credit your account in U.S. dollars after deducting any costs incurred in processing your payment, or we may bill you separately for such costs.

Optional Pay by Phone Service: You may request to make your payment by phone using our optional Pay by Phone Service. Each time you make such a request, you agree to pay us the amount shown in the Pay by Phone section on the back of the billing statement. Our representatives are trained to tell you this amount if you decide to use this optional Pay by Phone Service.

Credit Reporting

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may appear on your credit report. If you request, we may close your account and demand immediate payment of the total balance. If you give us a security interest in a Certificate of Deposit, we may use the deposit amount to pay any amount you owe.

people as well. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase), if you wish to know which agencies we contacted, write us at the Customer Service address on the billing statement.

If you think we have obtained erroneous information to a credit reporting agency, write us at the Customer Service address on the billing statement. We will promptly investigate the matter and if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will tell you in writing or by telephone and let you know to submit a statement to those agencies for inclusion in your credit report.

Changes to this Agreement

We may change the rates, fees, and terms of this Agreement at any time for any reason. Then we notify you by sending an information letter to your credit report, such as your balance sheet, and make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit bureaus. Then we notify any other credit reporting agency or credit-related factors. Changing terms before adding, replacing, or deleting provisions relating to your account, and to the nature, extent, and enforcement of the rights and obligations you or we have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate, or minimum payment or increase, we will make 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 any and the total balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Default

You default under this Agreement if you fail to pay the Minimum Amount Due by its due date, exceed your credit line, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; file for bankruptcy; or default under any other Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance. If you give us a security interest in a Certificate of Deposit, we may use the deposit amount to pay any amount you owe.

Minimum Amount Due: Each month you must pay at least the Minimum Amount Due by the payment due date. The

Refusal of the Card, Closed Accounts, and Related Provisions

Refusal of the Card: We do not guarantee approval of transactions and are not liable for transactions that are not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity.

Prerefabricated Changes: If you data, if the card is lost or stolen, or we change your account for any reason, we may suspend automatic charges with third party vendors. If preauthorized charges are suspended, you are responsible for making arrangements for such charges until you contact the third party to reacquire the automatic charges.

Last or Shale Card, Account Number, or Consequential Hold Balance Transfer Checks: If any card, account number, or check is lost or stolen or if you think someone used or may use your account without permission, call us at the Customer Service number 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 for us to find out what happened and to comply with our investigation. You must identify for us the charges that were not made by you, or someone authorized by you, and then notify us in writing or by calling toll-free at the Customer Service number shown on the billing statement or on the back of your credit card, but must still repay the total balance in accordance with the Agreement. We may close your account or suspend account privileges at any time for any reason without prior notice. We may also rescind a different card at any time. You must return any card to us upon request.

Security Interest for Secured Accounts: If your account is a secured account, you gave us a security interest in a Certificate of Deposit to secure repayment of your account. If you withdraw your funds from the Certificate of Deposit, we will close your account.

ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY INDIVIDUAL ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDINGS. AN ARBITRATION, 10

A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate:

Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered

What Claims are subject to arbitration? All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law. Claims made as counter-claims, cross-claims, third-party claims, interpleader or otherwise, and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Where Claims are subject to arbitration, not only ours and yours, but also Claims made by or against anyone connected with us, or by or claiming through us, or your account, as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

Broadest Interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

What about Claims Filed in Small Claims Court?

Claims filed in a small claims court are not subject to arbitration, so long as the number remains in such court and advances only in individual (non-class, non-representative) Claims.

How Arbitration Works

How does a party initiate arbitration? The party filing an arbitration must choose one of the following two arbitration forms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to which you current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the claimant rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
235 Madison Avenue, Floor 10
New York, NY 10017-4606
Web site: www.adr.org

National Arbitration Forum
P.O. Box 501981
Minneapolis, MN 55405
Web site: www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to commence these rights at any particular time, or in connection with any particular Claims, that party can still commence arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules and rules of the arbitration firm in effect on the date the arbitration is filed unless these procedures and rules are inconsistent with this Agreement. In which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us,

will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial filing fee, if we file, we pay, if you file, you pay, unless you can a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay the fee of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so. If you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorney, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. This arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any arbitration in any court, including assigned Claims, or two or more persons may not be joined or consolidated in the same arbitration. However, co-applicants, co-plaintiffs, authorized users on a single account, co-trustees, or co-borrowers, or corporal artifacts are here considered as one person.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a panel of three neutrals to resolve a new arbitration designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator.

An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject

8685713982148000002

| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 02/14/05 | \$7139.82 | \$148.00 | |

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BRENT C FUCHS
 4207 WOODS WALK
 VILLA RICA GA
 30180-6923000

CITI CARDS
 PROCESSING CENTER
 DES MOINES, IA
 50363-0001

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 01/20/2005 | \$1660 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$148.00 = | \$7139.82 Minimum Amount Due \$148.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| 1/18 | 44349100 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 12/23 | 1/20 | D3SYT17S | Standard Purch CREDIT PROTECTOR FEE - MONTHLY | 48.93 |
| 12/27 | 12/23 | BLNK9J00 | GECKO SOFTWARE 435-7528026 UT | 39.90 |
| 12/27 | 1/20 | | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 78.64 |

ThankYou Redemptions Network
 Total ThankYou Points 5,590

****ThankYou Points Summary****
 Previous Statement Point Total 5,491
 Base Points Earned 99
 Total Points Earned This Period 99
 Total ThankYou Points Available 5,590
 Lifetime ThankYou Points Earned 5,590

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

We are pleased to inform you that the current base benefits on your MasterCard(R) have been extended through September 1, 2005. For further information on the benefits you can access as a cardholder, please call 1-800-MC-ASSIST.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,162.36 | \$98.82 | \$200.00 | \$78.64 | \$7,139.82 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,162.36 | \$98.82 | \$200.00 | \$78.64 | \$7,139.82 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$7,227.28 | 0.03627%(D) | 13.240% | 13.240% |
| ADVANCES Standard Adv | \$0.00 | 0.05545%(D) | 20.240% | 20.240% |

30484 Visit: www.citicards.com

8685713054148000000

CITI®

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount to Disclose |
|----------------|------------------|-------------|--------------------|--------------------------|
| 8685 | 03/16/05 | \$7130.54 | \$148.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA
30180-6923000

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

GA

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|-----------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$8800 | \$1669 | \$1100 | \$1100 | \$7130.54 |
| SIOUX FALLS, SD | Statement/ closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 02/18/2005 | \$0.00 + | \$0.00 + | \$148.00 = | \$148.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| 2/14 | 97694022 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 2/18 | | | Standard Purch | 0.00 |
| 2/18 | | | MEMBERSHIP FEE FEB 05-JAN 06 | 48.86 |
| 1/24 | 1/24 | 3BNTPQ00 | CREDIT PROTECTOR FEE - MONTHLY | 9.99 |
| 1/27 | 1/27 | 88WMQB6S | CREDITNOTIFY 800-630-3211 VA | 39.90 |
| 2/14 | 2/14 | 08200000 | GECKO SOFTWARE 435-7528026 UT | 14.95 |
| 2/18 | | | SPEEDPAY SERVICE FEE | 77.02 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | |

ThankYou Redemptions Network
Total ThankYou Points 5,689

****ThankYou Points Summary****
Previous Statement Point Total 5,590
Base Points Earned 99
Total Points Earned This Period 99
Total ThankYou Points Available 5,689
Lifetime ThankYou Points Earned 5,689

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

If you have not received your new card, please call the Customer Service number on this statement.

Our records show home phone 770-459-2989 and business phone 770-456-0900. Please update coupon if incorrect.

If you default on any Card Agreement, your rate may increase. The new rate will be the Prime Rate plus up to 23.990%, based on the nature of defaults and performance indications. These rates apply to your account at the time this statement was printed.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Please see the enclosed Notice of Change in Terms to Your Card Agreement for important information regarding changes to your Card Agreement.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$7,139.82 | \$113.70 | \$200.00 | \$77.02 | \$7,130.54 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,139.82 | \$113.70 | \$200.00 | \$77.02 | \$7,130.54 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$7,185.73 | 0.03696%(D) | 13.490% | 13.490% |
| ADVANCES Standard Adv | \$0.00 | 0.05614%(D) | 20.490% | 20.490% |

30484 Visit: www.citicards.com



8685254405053000002

| Account Number | Current Due Date | New Balance | Minimum Account Due | Enter Amount To Deduct |
|----------------|------------------|-------------|---------------------|------------------------|
| 8685 | 04/18/05 | \$2544.05 | \$53.00 | |

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BRENT C FUCHS
4207 WOODS WALK
VILLA RICA
30180-6923000
GA

CITI CARDS
PROCESSING CENTER
DES MOINES, IA
50363-0001

Citi® Platinum Select® Card

Account Number
8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ Closing Date 03/22/2005 | \$6255 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$53.00 = | \$2544.05 Minimum Amount Due \$53.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|-----------|
| 3/03 | R1018108 | | Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU | -5,000.00 |
| 2/19 | 3/22 | ****50HO | Standard Purch CREDIT PROTECTOR FEE - MONTHLY | 17.43 |
| 2/24 | 2/24 | HWW03H6S | ENTERPRISE RENT-A-CAR PITTSBURGH PA | 294.46 |
| 2/25 | 2/25 | TV44VT00 | GECKO SOFTWARE 435-7528026 UT | 39.90 |
| | 3/22 | | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 51.73 |

ThankYou Redemptions Network
Total ThankYou Points 6,051

****ThankYou Points Summary****
Previous Statement Point Total 5,689
Base Points Earned 362
Total Points Earned This Period 362
Total ThankYou Points Available 6,051
Lifetime ThankYou Points Earned 6,051

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

***** Great Savings for Our Cardmembers! *****
Let TruGreen ChemLawn(R) put your money to work!
Have more green in your wallet and in your lawn!
Green Lawns start @ 1-800-232-3990.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,130.54 | \$361.78 | \$5,000.00 | \$51.73 | \$2,544.05 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,130.54 | \$361.78 | \$5,000.00 | \$51.73 | \$2,544.05 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$4,373.68 | 0.03696%(D) | 13.490% | 13.490% |
| ADVANCES Standard Adv | \$0.00 | 0.05614%(D) | 20.490% | 20.490% |

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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount To Deduct |
|----------------|------------------|-------------|--------------------|------------------------|
| 8685 | 05/16/05 | \$2871.63 | \$59.00 | |

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BRENT C FUCHS
 4207 WOODS WALK
 VILLA RICA GA
 30180-6923000

CITI CARDS
 PROCESSING CENTER
 DES MOINES, IA
 50363-0001

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 04/20/2005 | \$5928 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$59.00 = | \$2871.63 Minimum Amount Due \$59.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| | | | Payments, Credits & Adjustments | |
| 4/12 | 31312449 | | PAYMENT THANK YOU | -250.00 |
| | | | Standard Purch | |
| 3/28 | 4/20 | KD97R600 | CREDIT PROTECTOR FEE - MONTHLY | 19.68 |
| 3/29 | 3/29 | 6BZ3LXV2 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 3/30 | 3/30 | PBN7V*00 | CIRCUIT CITY MS #3406 DOUGLASVILLE GA | 181.88 |
| 4/09 | 4/09 | 4MFLHN33 | XM *SATELLITE RADIO 800-XMRADIO DC | 120.88 |
| 4/16 | 4/16 | W5BWD77M | CIRCUIT CITY MS #3406 DOUGLASVILLE GA | 132.13 |
| 4/17 | 4/17 | SXHD217S | DON PABLOS 00151084 ALTOONA PA | 62.85 |
| | 4/20 | | JCPENNEY STORE 1489 DUBOIS PA | 12.99 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 37.18 |

ThankYou Redemptions Network
 Total ThankYou Points 6,591

****ThankYou Points Summary****
 Previous Statement Point Total 6,051
 Base Points Earned 540
 Total Points Earned This Period 540
 Total ThankYou Points Available 6,591
 Lifetime ThankYou Points Earned 6,591

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$2,544.05 | \$540.40 | \$250.00 | \$37.18 | \$2,871.63 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$2,544.05 | \$540.40 | \$250.00 | \$37.18 | \$2,871.63 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|-----------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$2,795.61 | 0.04586%(D) | 16.740% | 16.740% |
| ADVANCES Standard Adv | \$0.00 | 0.05682%(D) | 20.740% | 20.740% |

8685302044062000000

| Account Number | Current Due Date | New Balance | Minimum A. Joint Due | Enter Amount To Apply |
|----------------|------------------|-------------|----------------------|-----------------------|
| 8685 | 06/14/05 | \$3020.44 | \$62.00 | |

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BRENT C FUCHS
 4207 WOODS WALK
 VILLA RICA GA
 30180-6923000

CITI CARDS
 PROCESSING CENTER
 DES MOINES, IA
 50363-0001

Citi® Platinum Select® Card

Account Number
 8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 05/19/2005 | \$5779 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$62.00 = | \$3020.44 Minimum Amount Due \$62.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 5/11 | 35068009 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 4/22 | 5/19 | TFTR76V5 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 20.70 |
| 4/28 | 4/22 | WDOLWLOO | BUCA DI BEPPO #3808 PITTSBURGH PA | 113.29 |
| 5/04 | 5/04 | JNWKW66S | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 5/14 | 5/14 | Z7*PJDGXG | HOTSLOTS 217-3516222 IL | 138.95 |
| 5/19 | | | DELTA 00629226202253 PITTSBURGH PA | 25.00 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 40.88 |

ThankYou Redemptions Network
 Total ThankYou Points 6,878

****ThankYou Points Summary****
 Previous Statement Point Total 6,591
 Base Points Earned 287
 Total Points Earned This Period 287
 Total ThankYou Points Available 6,878
 Lifetime ThankYou Points Earned 6,878

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

Save Time. Save Paper. Sign up for All Electronic. You'll have instant access to your statement online, without that pile of paper. Get an e-mail notice when your statement is ready. Register or sign-on to citicards.com and choose Manage My Account.

00 V1 0100 1 MC 4

BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$2,871.63 | \$307.93 | \$200.00 | \$40.88 | \$3,020.44 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$2,871.63 | \$307.93 | \$200.00 | \$40.88 | \$3,020.44 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$3,028.04 | 0.04655%(D) | 16.990% | 16.990% |
| ADVANCES Standard Adv | \$0.00 | 0.05751%(D) | 20.990% | 20.990% |

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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount to Apply |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 07/18/05 | \$5036.35 | \$104.00 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$8800 Statement/ closing Date 06/21/2005 | \$3763 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$104.00 = | \$5036.35 Minimum Amount Due \$104.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|----------|
| | | | Payments, Credits & Adjustments | |
| 6/04 | 6/15 | 97650298 | PAYMENT THANK YOU | -150.00 |
| | 6/04 | B8ZPXDWB | BGI-BUDGET RAC-RYDER T DUBOIS PA | -5.17 |
| | | | Standard Purch | |
| 5/21 | 6/21 | 063VGH00 | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 34.51 |
| 5/31 | 5/31 | 6L2P3700 | THE TIRE RACK SOUTH BEND IN | 1,090.68 |
| 5/31 | 5/31 | 49V04BW8 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 6/02 | 6/02 | JLK6YQ6F | BGI-BUDGET RAC-RYDER T DOUGLASVILLE GA | 725.93 |
| 6/02 | 6/02 | LSNW71CW | PILOT Troutville VA | 33.55 |
| 6/02 | 6/02 | S0TF1F00 | RACETRAC608 00006Q02 LAVONIA GA | 38.28 |
| 6/03 | 6/03 | D3172ZFQ | SHELL OIL 91002224710 STATESVILLE NC | 39.75 |
| 6/04 | 6/04 | ZFDPMYK9 | 0043 SHEETZ 00000Q03 HANCOCK MD | 47.50 |
| 6/04 | 6/04 | 48K87ZFQ | SAMS GAS STATION ALTOONA PA | 8.66 |
| 6/04 | 6/04 | 15TY10GQ | 0194 SHEETZ 00001Q03 FALLS CREEK PA | 30.01 |
| 6/12 | 6/12 | 0149 SHEETZ | 00001Q03 DUBOIS PA | 7.37 |
| 6/15 | 6/15 | E8200000 | SPEEDPAY SERVICE FEE | 14.95 |
| 6/19 | 6/19 | JCSF4232 | MARTIN'S FOOD MARKES1A DUBOIS PA | 17.85 |
| 6/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 72.05 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

ThankYou Redemptions Network
 Total ThankYou Points 8,922

****ThankYou Points Summary****
 Previous Statement Point Total 6,878
 Base Points Earned 2,044
 Total Points Earned This Period 2,044
 Total ThankYou Points Available 8,922
 Lifetime ThankYou Points Earned 8,922

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

00 R1 0100 1 MC 4

BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Save Time. Save Paper. Sign up for All Electronic.
 You'll have instant access to your statement online,
 without that pile of paper. Get an e-mail notice
 when your statement is ready. Register or sign-on
 to www.citicards.com and choose Manage My Account.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$3,020.44 | \$2,099.03 | \$155.17 | \$72.05 | \$5,036.35 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$3,020.44 | \$2,099.03 | \$155.17 | \$72.05 | \$5,036.35 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$4,690.27 | 0.04655%(D) | 16.990% | 16.990% |
| ADVANCES Standard Adv | \$0.00 | 0.05751%(D) | 20.990% | 20.990% |

8685522823108005105

| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount E 1.1000 |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 08/15/05 | \$5228.23 | \$108.00 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number
 8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 07/21/2005 | \$5571 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$108.00 = | \$5228.23 Minimum Amount Due \$108.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 7/18 | 30520180 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -120.00 |
| 6/27 | 7/21 | 1DN46*00 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 35.83 |
| 6/28 | 6/27 | R7JG1Q00 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 7/21 | 6/28 | | J P CYCLES *CATALOG 8003974844 IA | 192.13 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 73.93 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

ThankYou Redemptions Network
 Total ThankYou Points 9,124

*****ThankYou Points Summary*****
 Previous Statement Point Total 8,922
 Base Points Earned 202
 Total Points Earned This Period 202
 Total ThankYou Points Available 9,124
 Lifetime ThankYou Points Earned 9,124

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

Congratulations on your recent credit line increase!
 Please note your new total credit line.

MasterCard has extended coverage for the following benefits: Purchase Assurance, Extended Warranty, Travel Assistance Services and MasterRental. For further information regarding these benefits, please call Customer Service.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Want to receive your billing statement in Spanish?
 Prefiere recibir su estado de cuenta en Espanol?
 Llamenos al 1-800-947-9100, o elija su idioma de
 preferencia en www.citicards.com, modificando su
 Perfil Personal en la sección Administrar mi Cuenta.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$5,036.35 | \$237.95 | \$120.00 | \$73.93 | \$5,228.23 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$5,036.35 | \$237.95 | \$120.00 | \$73.93 | \$5,228.23 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$5,217.90 | 0.04723%(D) | 17.240% | 17.240% |
| ADVANCES Standard Adv | \$0.00 | 0.05819%(D) | 21.240% | 21.240% |

8685536877111000002

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Over Amount Enclosed |
|----------------|------------------|-------------|--------------------|----------------------|
| 8685 | 09/14/05 | \$5368.77 | \$111.00 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
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 DU BOIS
 15801

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CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|--|--|----------------------|--|-----------------------------------|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 | \$5431 | \$1100 | \$1100 | \$5368.77 |
| | Statement/ Closing Date 08/19/2005 | Amount Over Credit Line \$0.00 + | Past Due \$0.00 + | Purch/Adv Minimum Due \$111.00 = | Minimum Amount Due \$111.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------------|
| 8/15 | 35460052 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -300.00 |
| 7/25 | 8/19 | 3MJK1G00 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 CREDITNOTIFY 800-630-3211 VA | 36.79 9.99 |
| 8/04 | 8/04 | B1*VG589 | COMMON SENSE COMMODITI GULF BREEZE FL | 212.80 |
| 8/08 | 8/08 | ZKP2N47S | JCPENNEY STORE 1489 DU BOIS PA | 76.31 |
| 8/14 | 8/14 | 7L97HV30 | DR *trend.com WWW.MYORD.COM MN | 29.94 |
| 8/19 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 74.71 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

ThankYou Redemptions Network
 Total ThankYou Points 9,453

****ThankYou Points Summary****
 Previous Statement Point Total 9,124
 Base Points Earned 329
 Total Points Earned This Period 329
 Total ThankYou Points Available 9,453
 Lifetime ThankYou Points Earned 9,453

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Name-brand merchandise, retail and dining gift cards, statement credits, pre-paid phone cards... These are all options in the ThankYou Redemptions collection! For more information, call 1-877-7-REDEEM or visit our website, www.thankyouredemptions.com.

Our records show home phone 770-459-2989 and business phone 770-456-0900. Please update coupon if incorrect.

Visit: www.citicards.com



00 R1 0100 1 MC 4

BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$5,228.23 | \$365.83 | \$300.00 | \$74.71 | \$5,368.77 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$5,228.23 | \$365.83 | \$300.00 | \$74.71 | \$5,368.77 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|--------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES Standard Purch | \$5,376.39 | 0.04792%(D) | 17.490% | 17.490% |
| ADVANCES Standard Adv | \$0.00 | 0.05888%(D) | 21.490% | 21.490% |

Visit: www.citicards.com



8685713362148000007

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Entered Amount Entitled |
|----------------|------------------|-------------|--------------------|-------------------------|
| 8685 | 10/17/05 | \$7133.62 | \$148.00 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
203 AMANDA COURT
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CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|--------------------------------------|---|---|--------------------------------|---|---|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/Closing Date 09/21/2005 | \$3666 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$148.00 = | \$7133.62 Minimum Amount Due \$148.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|----------|
| | 9/14 | 34492448 | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 8/20 | 8/20 | 96T84L00 | Standard Purch YAH*YAHOO PERS SERVICE 866-458-8744 CA | 99.95 |
| 8/29 | 8/29 | DL24C*00 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 9/03 | 9/03 | KYKWM2K8 | BEST BUY 00003699 STATE COLLEGE PA | 55.11 |
| | 9/21 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 87.00 |
| | 9/21 | | Balance Transfer - Charged To Offer 5 CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 48.88 |
| 9/02 | 9/02 | 00056902 | BAL XFER CHECK # 1064 | 1,660.29 |
| | 9/21 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 3.63 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****ThankYou Points Summary****

| | |
|---------------------------------|-------|
| Previous Statement Point Total | 9,453 |
| Base Points Earned | 165 |
| Total Points Earned This Period | 165 |
| Total ThankYou Points Available | 9,618 |
| Lifetime ThankYou Points Earned | 9,618 |

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$5,368.77 | \$1,874.22 | \$200.00 | \$90.63 | \$7,133.62 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$5,368.77 | \$1,874.22 | \$200.00 | \$90.63 | \$7,133.62 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|---------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | \$5,501.46 | 0.04792%(D) | 17.490% | 17.490% |
| Standard Purch Offer 5 | \$1,007.28 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | \$0.00 | 0.05888%(D) | 21.490% | 21.490% |

Visit: www.citicards.com

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citi®

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Extra Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 11/14/05 | \$7428.45 | \$154.00 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
203 AMANDA COURT
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DU BOIS
15801

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CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 10/20/2005 | \$3371 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$154.00 = | \$7428.45 Minimum Amount Due \$154.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---------------|---------------|----------------------|--|-------------------------|
| 10/14 | 33765316 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 9/26 10/09 | 9/26 10/09 | MVBTPJ00 WFYSM2K8 | Standard Purch CREDITNOTIFY 800-630-3211 VA BEST BUY 00003699 STATE COLLEGE PA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 9.99 349.79 78.79 |
| 10/20 | 10/20 | | Balance Transfer - Charged To Offer 5 CRED PROTECTOR FEE-MONTHLY 800-950-5114 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 50.91 5.35 |

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****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 360 |
| Total ThankYou Points Earned This Period | 360 |
| Points Transferred to Your ThankYou Network Member Account | 360 |
| | |
| Total Base Points Earned | 9,978 |
| Total ThankYou Points Earned | 9,978 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Important Information About Your Account. Please see enclosed Notice of Change in Terms and Right to Opt Out for important changes to your Card Agreement.

Please see the enclosed privacy notice for important information.

00 R1 0100 1 MC 4

BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Help the victims of Hurricane Katrina. Donate your ThankYou Points(R) to the American Red Cross. 2,500 points = \$25 donation; 5,000 = \$50. Go to www.thankyounetwork.com, or call 1-877-7Redeem today. You can make a difference!

Help protect your account! Monitor your charges before your statement arrives and ensure that no one is purchasing on your card but you. Sign in or register at www.citicards.com

Remove sensitive information from the mail! Sign up for statements online only. Get instant access to your statements online, get email notice when your statement is ready. Safe and convenient. Sign on at www.citicards.com and enroll.

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

Fast Online Card Payments with Click-to-Pay. Pay your Citi Card bill online anytime, day or night. Payments received by 1pm EST will post that same business day! Sign on to www.citicards.com and choose the Make a Payment menu.

Never Put Your Credit Card Number Online Again. Virtual Account Numbers gives you a random number to use in place of your Citi card number for every online purchase - it's easier than ever - and free. Get started today at www.virtual33.citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,133.62 | \$410.69 | \$200.00 | \$84.14 | \$7,428.45 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,133.62 | \$410.69 | \$200.00 | \$84.14 | \$7,428.45 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$5,590.63 | 0.04860%(D) | 17.740% | 17.740% |
| Offer 5 | \$1,688.14 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.05956%(D) | 21.740% | 21.740% |

8685748893156000009

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 12/14/05 | \$7488.93 | \$156.00 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
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CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number
 8685

Customer Service:

| | | | | | |
|--------------------------------------|---|--|--------------------------------|--|--|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 11/18/2005 | \$3311 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$156.00 = | \$7488.93 Minimum Amount Due \$156.00 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-------------------------|-------------------------|----------------------|---|-------------------------|
| 11/09 | 35870304 | | Payments, Credits & Adjustments PAYMENT THANK YOU | -200.00 |
| 10/24 10/27 11/18 | 10/24 10/27 11/18 | M4VF7X00 GJP1YR30 | Standard Purch CREDITNOTIFY 800-630-3211 VA POLO FACTORY STRE #62 GROVE CITY PA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 9.99 109.97 84.08 |
| 11/18 11/18 | | | Balance Transfer - Charged To Offer 5 CRED PROTECTOR FEE-MONTHLY 800-950-5114 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 51.32 5.12 |

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****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 120 |
| Total ThankYou Points Earned This Period | 120 |
| Points Transferred to Your ThankYou Network Member Account | 120 |
| | |
| Total Base Points Earned | Lifetime Activity |
| Total ThankYou Points Earned | 10,098 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

The VIP Desk Concierge Service feature will be discontinued as of December 31, 2005.

ThankYou Points(R) are transferred from your Card Account to your ThankYou(SM) Member Account at the close of each billing cycle. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Help the victims of Hurricane Katrina. Donate your ThankYou Points(R) to the American Red Cross. 2,500 points = \$25 donation; 5,000 = \$50. Go to www.thankyounetwork.com, or call 1-877-7REDEEM today. You can make a difference!

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 1pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

Never Put Your Credit Card Number Online Again. Virtual Account Numbers gives you a random number to use in place of your Citi card number for every online purchase -- it's easier than ever -- and free. Go to www.virtualaccountnumbers.citicards.com

PURCHASE YOUR NEW RELOADABLE Citi Prepaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,428.45 | \$171.28 | \$200.00 | \$89.20 | \$7,488.93 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,428.45 | \$171.28 | \$200.00 | \$89.20 | \$7,488.93 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$5,881.87 | 0.04929%(D) | 17.990% | 17.990% |
| Offer 5 | \$1,616.78 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06025%(D) | 21.990% | 21.990% |

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| | | | | |
|----------------|------------------|-------------|---------------------|------------------------|
| Account Number | Current Due Date | New Balance | Minimum Account Due | Enter Account Entitled |
| 8685 | 01/16/06 | \$7867.02 | \$184.19 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|--------------------------------------|---|--|--------------------------------|--|--|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 12/21/2005 | \$2932 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$184.19 = | \$7867.02 Minimum Amount Due \$184.19 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 12/15 | | | Payments, Credits & Adjustments | |
| 12/02 | | | CLICK-TO-PAY PAYMENT, THANK YOU | -200.00 |
| | | | CREDIT TO PURCHASES | -.88 |
| 11/28 | 11/28 | XM2FKS00 | Standard Purch | |
| 12/09 | 12/09 | YY7V*P30 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 12/02 | 12/02 | 88888888 | PROGRESSIVE INS 800-888-7764 OH | 408.00 |
| 12/21 | | | CORRECTION CREDIT TO PURCHASES | .88 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 100.53 |
| 12/21 | | | Balance Transfer - Charged To Offer 5 | |
| 12/21 | | | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 53.91 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 5.66 |

PAYMENT ALERT: To avoid a late fee, please get your payment to us by the cutoff time on the due date shown on your billing statement.

We recently discovered that we applied a credit to your account in error. This credit may have posted on this or your last statement. To correct this, we have debited your account for an amount equal to the credit. You will see this correction in the transaction history, labeled 'Correction Credit to Purchases'.

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 417 |
| Total ThankYou Points Earned This Period | 417 |
| Points Transferred to Your ThankYou Network Member Account | 417 |
| | Lifetime Activity |
| Total Base Points Earned | 10,515 |
| Total ThankYou Points Earned | 10,515 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

HAPPY HOLIDAYS FROM ALL OF US AT CITI! We'd like to take a moment to thank you for being a Citi Card member and let you know that we appreciate your business. Warmest wishes for the upcoming year.

The VIP Desk Concierge Service feature will be discontinued as of December 31, 2005.

ThankYou Points(R) are transferred from your Card Account into your ThankYou(SM) Member Account at the close of each billing cycle. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

KEEP TRACK OF YOUR HOLIDAY SPENDING! Stay on top of your purchases and available credit on your Citi credit card this holiday season. Sign-on at citicards.com today and view your account summary anytime, anywhere.

PURCHASE YOUR NEW RELOADABLE Citi Prepaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

Your Citi(R) Platinum Select(R) Card comes with ThankYou Network(R), a no-fee rewards program that lets you get ThankYou Points(R) for the things you buy everyday! You can redeem points for a wide variety of rewards you'll really want.

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la seccion Administrar mi Cuenta.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 1pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,488.93 | \$472.78 | \$200.88 | \$106.19 | \$7,867.02 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,488.93 | \$472.78 | \$200.88 | \$106.19 | \$7,867.02 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$6,096.23 | 0.04997%(D) | 18.240% | 18.240% |
| Offer 5 | \$1,568.94 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06093%(D) | 22.240% | 22.240% |

Visit: www.citicards.com



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| Account Number | Payment Due Date | New Balance | Minimum Due | Over Amount Eligible |
|----------------|------------------|-------------|-------------|----------------------|
| 8685 | 02/15/06 | \$8648.59 | \$233.36 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
203 AMANDA COURT
MCCRACKBN RUN ROAD
DU BOIS
15801

PA

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number
8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 01/20/2006 | \$2151 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$233.36 = | \$8648.59 Minimum Amount Due \$233.36 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-----------------|
| | 1/20 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| | | | Standard Purch | |
| 12/24 | 12/24 | 5MR1NQN9 | LATE FEE - DEC PAYMENT PAST DUE OFFICE DEPOT #2264 VENICE FL | 39.00 285.66 |
| 12/28 | 12/28 | JSB90232 | HOWARD JOHNSON EXPRESS SMITHFIELD NC | 39.90 |
| 12/28 | 12/28 | ZYV77M00 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 1/03 | 1/03 | D2Y1BNGW | FREEDOM BOOKS LAS VEGAS NV | 258.00 |
| 1/12 | 1/12 | Y6WX19WP | PAYPAL *DESIGNVIZ 402 935 7733 CA | 150.00 |
| 1/19 | 1/19 | 72HTJH00 | SYX*TIGERDIRECT.COM 800-888-4437 FL | 131.39 |
| | 1/20 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 103.34 |
| | | | Balance Transfer - Charged To Offer 5 | |
| | 1/20 | | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 59.27 |
| | 1/20 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 5.02 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

| | |
|--|----------------------|
| Base Points Earned | Activity This Period |
| Total ThankYou Points Earned This Period | 875 |
| Points Transferred to Your ThankYou Network Member Account | 875 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Your late fee was based on your account balance as of the payment due date (01/16/06), which was \$8,610.57.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 1pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

PURCHASE YOUR NEW RELOADABLE Citi Prepaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

Remove sensitive information from the mail! Sign up for statements online only. Get instant access to your statements online, get an email notice when your statement is ready. Safe and convenient. Sign on at www.citicards.com and enroll.

Help protect your account! Monitor your charges before your statement arrives and ensure that no one is purchasing on your card but you. Sign in or register at www.citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$7,867.02 | \$973.21 | \$300.00 | \$108.36 | \$8,648.59 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$7,867.02 | \$973.21 | \$300.00 | \$108.36 | \$8,648.59 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$6,893.59 | 0.04997%(D) | 18.240% | 18.240% |
| Offer 5 | \$1,529.84 | 0.01093%(D) | 3.990% | 3.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06093%(D) | 22.240% | 22.240% |

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| Account Number | Statement Due Date | New Balance | Minimum Account Due | Exact Amount Delisted |
|----------------|--------------------|-------------|---------------------|-----------------------|
| 8685 | 03/20/06 | \$8733.22 | \$278.39 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
 203 AMANDA COURT
 MCCRACKBN RUN ROAD
 DU BOIS
 15801

PA

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number
 8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 02/20/2006 | \$2066 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$278.39 = | \$8733.22 Minimum Amount Due \$278.39 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| 2/20 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -250.00 |
| 2/20 | | | Standard Purch MEMBERSHIP FEE FEB 06-JAN 07 | 0.00 |
| 2/20 | | | CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 59.85 |
| 1/31 | 1/31 | 5HMCJH00 | LATE FEE - JAN PAYMENT PAST DUE | 39.00 |
| 2/06 | 2/06 | T46VV2HF | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | | | DUAL ACTION CLEANSE TEL8009410163 CA | 73.40 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 127.92 |
| 2/20 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 24.47 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 83 |
| Total ThankYou Points Earned This Period | 83 |
| Points Transferred to Your ThankYou Network Member Account | 83 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Your late fee was based on your account balance as of the payment due date (02/15/06), which was \$8,731.98.

The Annual Percentage Rate on your promotional or transferred balances has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

Our records show home phone 770-459-2989 and business phone 770-456-0900. Please update coupon if incorrect.

Visit: www.citicards.com



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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$8,648.59 | \$182.24 | \$250.00 | \$152.39 | \$8,733.22 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,648.59 | \$182.24 | \$250.00 | \$152.39 | \$8,733.22 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,350.22 | 0.05614%(D) | 20.490% | 20.490% |
| Offer 5 | \$1,405.99 | 0.05614%(D) | 20.490% | 20.490% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06162%(D) | 22.490% | 22.490% |

Visit: www.citicards.com



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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enclosed Amount Enclosed |
|----------------|------------------|-------------|--------------------|--------------------------|
| 8685 | 04/17/06 | \$8650.41 | \$233.92 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
203 AMANDA COURT
MCCRACKBN RUN ROAD
DU BOIS
15801

PA

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number
8685

Customer Service:

| | | | | | |
|-----------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$2149 | \$1100 | \$1100 | \$8650.41 |
| SIOUX FALLS, SD | Statement/Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 03/22/2006 | \$0.00 + | \$0.00 + | \$233.92 = | \$233.92 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| | 3/20 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 2/28 | 3/22 | F1ZC5100 | Standard Purch CRED PROTECTOR FEE-MONTHLY 800-950-5114 | 59.28 |
| | 2/28 | | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | 3/22 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 126.28 |
| | 3/22 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 21.64 |

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 10 |
| Total ThankYou Points Earned This Period | 10 |
| Points Transferred to Your ThankYou Network Member Account | 10 |

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

OPT FOR PAPERLESS STATEMENTS! Get an email notice when your statement is ready - see it instantly. ENROLL NOW AND GET A \$5 STATEMENT CREDIT. Sign-up for helpful alerts to remind you when your payment is due. Go to citicards.com

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer service, change your address online. Just log-on at www.citicards.com and select Update Personal Profile under the Manage My Account menu.

Visit: www.citicards.com



00 R1 0100 1 MC 4

BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$8,733.22 | \$69.27 | \$300.00 | \$147.92 | \$8,650.41 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,733.22 | \$69.27 | \$300.00 | \$147.92 | \$8,650.41 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|------------------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch Offer 5 | \$7,497.69 | 0.05614%(D) | 20.490% | 20.490% |
| ADVANCES | \$1,284.69 | 0.05614%(D) | 20.490% | 20.490% |
| Standard Adv | \$0.00 | 0.06162%(D) | 22.490% | 22.490% |

SEND PAYMENTS TO:
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

Visit: www.citicards.com



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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount Endorse |
|----------------|------------------|-------------|--------------------|----------------------|
| 8685 | 05/15/06 | \$8767.86 | \$232.04 | |

00 R1 0100 1 MC 4

BRENT C FUCHS
203 AMANDA COURT
MCCRACKBN RUN ROAD
DU BOIS
15801

PA

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number
8685

Customer Service:

| | | | | | |
|-----------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$2032 | \$1100 | \$1100 | \$8767.86 |
| SIOUX FALLS, SD | Statement/Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 04/20/2006 | \$0.00 + | \$0.00 + | \$232.04 = | \$232.04 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 3/27 | 4/20 | D7F8TC00 | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 60.08 |
| 4/04 | 3/27 | FYTRD200 | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| 4/06 | 4/04 | RM4VV2HF | XM *SATELLITE RADIO 800-XMRADIO DC | 142.44 |
| | 4/20 | | DUAL ACTION CLEANSE TEL8009410163 CA | 59.90 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 123.93 |
| | 4/20 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 21.11 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|-----------------------|
| Base Points Earned | 272 |
| Total ThankYou Points Earned This Period | 272 |
| Points Transferred to Your ThankYou Network Member Account | 272 |
| | Year to Date Activity |
| Total Base Points Earned | 1,240 |
| Total ThankYou Points Earned | 1,240 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

Pay your Citi credit card bill online anytime. It's easy, secure and free.
Plus, you can schedule payments in advance or pay by 5pm EST to post the same
business day! Sign-on to citicards.com and select Make a Payment.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer
service, change your address online. Just log-on at www.citicards.com and
select Update Personal Profile under the Manage My Account menu.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$8,650.41 | \$272.41 | \$300.00 | \$145.04 | \$8,767.86 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,650.41 | \$272.41 | \$300.00 | \$145.04 | \$8,767.86 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,520.76 | 0.05682%(D) | 20.740% | 20.740% |
| Offer 5 | \$1,281.06 | 0.05682%(D) | 20.740% | 20.740% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06230%(D) | 22.740% | 22.740% |

8685905451281330004

| | | | | | | | | |
|----------------|------|------------------|----------|-------------|-----------|--------------------|----------|-------------------------|
| Account Number | 8685 | Current Due Date | 06/14/06 | New Balance | \$9054.51 | Minimum Amount Due | \$281.33 | Enter Amount Disclosure |
|----------------|------|------------------|----------|-------------|-----------|--------------------|----------|-------------------------|

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CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS
 15801-1132000

PA

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|-----------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$1745 | \$1100 | \$1100 | \$9054.51 |
| SIOUX FALLS, SD | Statement/ closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 05/19/2006 | \$0.00 + | \$0.00 + | \$281.33 = | \$281.33 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|----------------------|---|---------|
| | 5/16 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -650.00 |
| | 5/19 | | Standard Purch | |
| 4/24 | 4/24 | WKS1LFS00 | CREDIT PROTECTOR FEE MNTHLY 8009505114 | 62.05 |
| 4/29 | 4/29 | 2VV20JG9 | LATE FEE - APR PAYMENT PAST DUE | 39.00 |
| 4/30 | 4/30 | 2JRJ4232 | LOWE'S #1010 DUBOIS PA | 9.99 |
| 5/01 | 5/01 | 7D2YGS30 | MARTIN'S FOOD MARKESJ6 DUBOIS PA | 180.18 |
| 5/04 | 5/04 | W9095CS5 | STAPLES #1511 DUBOIS PA | 21.41 |
| 5/04 | 5/04 | Q25D5232 | WINE & SPIRITS 1702 DUBOIS PA | 105.98 |
| 5/06 | 5/06 | 51JSY6GQ | MARTIN'S FOOD MARKESJ6 DUBOIS PA | 26.48 |
| 5/06 | 5/06 | 0148 SHEETZ 00001Q03 | DUBOIS PA | 28.32 |
| 5/06 | 5/06 | 997WCP9Q | 0148 SHEETZ 00001Q03 DUBOIS PA | 27.08 |
| 5/07 | 5/07 | SSND1F3P | APPLEBEE'S WES01633080 WEST HAZLETON PA | 29.15 |
| 5/08 | 5/08 | BRMTX6N4 | GNC H00235 DUBOIS PA | 24.98 |
| 5/09 | 5/09 | 85KL6ZG3 | EVACLIENT.COM EVACLIENT.COM RUS | 104.95 |
| | 5/19 | | MEDICAL WEB COM INC RALEIGH NC | 124.75 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 130.97 |
| | 5/19 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 21.36 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 745 |
| Total ThankYou Points Earned This Period | 745 |
| Points Transferred to Your ThankYou Network Member Account | 745 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 1,985 |
| Total ThankYou Points Earned | 1,985 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Your late fee was based on your account balance as of the payment due date
 (05/15/06), which was \$9,451.13.

SAVE TIME. SAVE PAPER. You'll have instant access to your statement online,
 without that pile of paper. Get an email notice when your statement is ready.
 Register at citicards.com and choose Manage My Account.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer
 service, change your address online. Just log-on at www.citicards.com and
 select Update Personal Profile under the Manage My Account menu.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.tarjetasciti.com, modificando su Perfil Personal en la sección Administrar mi Cuenta.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 5pm ET to post the same business day! Sign-on to citicards.com and select Make a Payment.

PURCHASE YOUR NEW RELOADABLE Citi PrePaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$8,767.86 | \$784.32 | \$650.00 | \$152.33 | \$9,054.51 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$8,767.86 | \$784.32 | \$650.00 | \$152.33 | \$9,054.51 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$7,853.13 | 0.05751%(D) | 20.990% | 20.990% |
| Offer 5 | \$1,280.72 | 0.05751%(D) | 20.990% | 20.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06299%(D) | 22.990% | 22.990% |

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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 07/17/06 | \$9211.58 | \$268.11 | |

00 V1 0100 1 MC 4

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number
 8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 06/21/2006 | \$1588 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$268.11 = | \$9211.58 Minimum Amount Due \$268.11 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-------------------|
| 5/20 | 6/12 | YM4VV2HF | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU DUAL ACTION CLEANSE TEL8009410163 CA | -350.00 -59.90 |
| 5/22 | 6/21 | 9V89F69M | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 63.12 |
| 5/30 | 5/22 | 25563000 | MEDICAL WEB COM INC RALEIGH NC | 317.75 |
| | 6/21 | | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 151.84 |
| | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 24.27 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 331 |
| Total ThankYou Points Earned This Period | 331 |
| Points Transferred to Your ThankYou Network Member Account | 331 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 2,316 |
| Total ThankYou Points Earned | 2,316 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Important Information About Your Account Please see the enclosed Notice of
 Change in Terms and Right to Opt Out for important changes to your Card
 Agreement.

Note: Effective 09/01/2006, MasterRental Insurance coverage is not available in
 Ireland, Israel, or Jamaica. Please see enclosed insert or website below for
 details. Contact 1-800-MC-ASSIST with questions.
<http://www.citibank.com/us/cards/mstr-rntl.htm>

Want to receive your billing statement in Spanish? Para recibir su estado de
 cuenta en Castellano, por favor llame al 1-800-947-9100, o visite
www.tarjetasciti.com y elija su idioma modificando su Perfil Personal en
 "Administrar mi Cuenta."

PURCHASE YOUR NEW RELOADABLE Citi PrePaid MasterCard! Use it for weekly or
 monthly expenses, allowances or for family far away. Visit
www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer
 service, change your address online. Just log-on at www.citicards.com and
 select Update Personal Profile under the Manage My Account menu.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 5pm ET to post the same business day! Sign-on to citicards.com and select Make a Payment.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|-------------------|
| PURCHASES | \$9,054.51 | \$390.86 | \$409.90 | \$176.11 | \$9,211.58 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,054.51 | \$390.86 | \$409.90 | \$176.11 | \$9,211.58 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,000.74 | 0.05751%(D) | 20.990% | 20.990% |
| Offer 5 | \$1,278.88 | 0.05751%(D) | 20.990% | 20.990% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06299%(D) | 22.990% | 22.990% |

Visit: www.citicards.com

citi

| | | | | | |
|----------------|------|------------------|-------------|--------------------|-----------------------|
| Account Number | 8685 | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------|------------------|-------------|--------------------|-----------------------|

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BRENT C FUCHS
271 PROSPECT STREET
DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|-----------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$1372 | \$1100 | \$1100 | \$9427.15 |
| SIOUX FALLS, SD | Statement/ closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 07/21/2006 | \$0.00 + | \$0.00 + | \$256.38 = | \$256.38 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| | 7/07 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -350.00 |
| | | | Standard Purch | |
| 6/23 | 6/23 | *Z8JQCQ1 | CREDIT PROTECTOR FEE MNLTHLY 8009505114 WWW.HQ-SOFTWARE.COM 70957452356 PHL | 64.60 |
| 6/27 | 6/27 | J0RSMC00 | CREDITNOTIFY 800-630-3211 VA | 42.95 |
| 7/02 | 7/02 | RNL06PY1 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 9.99 |
| 7/03 | 7/03 | YGM7*742 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 32.95 |
| 7/05 | 7/05 | Z34TC6*8 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 42.95 |
| 7/06 | 7/06 | 41K81531 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 32.95 |
| 7/07 | 7/07 | YSJB1531 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 42.95 |
| 7/12 | 7/12 | WSWCS407 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 57.95 |
| 7/17 | 7/17 | P1SBC2V4 | WWW.HQ-SOFTWARE.COM 70957452356 PHL | 32.95 |
| | 7/21 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 140.12 |
| | 7/21 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 22.26 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 403 |
| Total ThankYou Points Earned This Period | 403 |
| Points Transferred to Your ThankYou Network Member Account | 403 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 2,719 |
| Total ThankYou Points Earned | 2,719 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

Please see enclosed privacy notice for important information.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,211.58 | \$403.19 | \$350.00 | \$162.38 | \$9,427.15 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,211.58 | \$403.19 | \$350.00 | \$162.38 | \$9,427.15 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,026.75 | 0.05819%(D) | 21.240% | 21.240% |
| Offer 5 | \$1,275.13 | 0.05819%(D) | 21.240% | 21.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

SEND PAYMENTS TO:

61

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

Visit: www.citicards.com



8685981096277690007

| Account Number | Current Due Date | New Balance | Minimum Account Due | Enter Amount To Enter |
|----------------|------------------|-------------|---------------------|-----------------------|
| [REDACTED] | 8685 | 09/18/06 | \$9810.96 | \$277.69 |

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CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

BRENT C FUCHS
271 PROSPECT STREET
DU BOIS
15801-1132000

PA

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|-----------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$989 | \$1100 | \$989 | \$9810.96 |
| SIOUX FALLS, SD | Statement/ closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 08/22/2006 | \$0.00 + | \$0.00 + | \$277.69 = | \$277.69 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| | 8/14 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 7/31 | 8/22 | QLGKS800 | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 67.23 |
| 8/07 | 7/31 | 6G833XMJ | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | 8/07 | | AMERICAW40121814831895 800 235 9292 AZ | 426.90 |
| | 8/22 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 155.86 |
| | 8/22 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 23.83 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 504 |
| Total ThankYou Points Earned This Period | 504 |
| Points Transferred to Your ThankYou Network Member Account | 504 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 3,223 |
| Total ThankYou Points Earned | 3,223 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

Good News! Due to your recent payment performance, we are lowering your Annual
Percentage Rate (APR) to our standard APR. You will see the new APR on your
next statement.

Our records show home phone 770-459-2989 and business phone 770-456-0900.
Please update coupon if incorrect.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,427.15 | \$504.12 | \$300.00 | \$179.69 | \$9,810.96 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,427.15 | \$504.12 | \$300.00 | \$179.69 | \$9,810.96 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,369.95 | 0.05819%(D) | 21.240% | 21.240% |
| Offer 5 | \$1,279.77 | 0.05819%(D) | 21.240% | 21.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

SEND PAYMENTS TO:

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount Selected |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 10/17/06 | \$9690.77 | \$251.46 | |

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CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS
 15801-1132000

PA

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 09/21/2006 | \$1109 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$251.46 = | \$9690.77 Minimum Amount Due \$251.46 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|---------|
| | 9/14 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -400.00 |
| 8/26 | 9/21 | DDZ7ZDK0 | Standard Purch CREDIT PROTECTOR FEE MNTLY 8009505114 WWW.HQ-SOFTWARE.COM 70957452356 PHL | 66.41 |
| 8/28 | 8/26 | H2CXFS00 | CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 47.95 |
| 9/21 | | | | 9.99 |
| | 9/21 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 135.23 |
| | | | | 20.23 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|-----------------------|
| Base Points Earned | 124 |
| Total ThankYou Points Earned This Period | 124 |
| Points Transferred to Your ThankYou Network Member Account | 124 |
| | |
| | Year to Date Activity |
| Total Base Points Earned | 3,347 |
| Total ThankYou Points Earned | 3,347 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

REMINDER: You may be assessed an over-the-credit-line fee if your account
 balance exceeds your credit line at any time during the billing period.

SAVE TIME. SAVE PAPER. You'll have instant access to your statement online,
 without that pile of paper. Get an e-mail notice when your statement is ready.
 Register at www.citicards.com and choose Manage My Account.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,810.96 | \$124.35 | \$400.00 | \$155.46 | \$9,690.77 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,810.96 | \$124.35 | \$400.00 | \$155.46 | \$9,690.77 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,551.80 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,279.48 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

Visit: www.citicards.com



8685967952259895105

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Final Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 11/17/06 | \$9679.52 | \$259.89 | |

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BRENT C FUCHS
271 PROSPECT STREET
DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|-----------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| BOX 6500 | \$10800 | \$1120 | \$1100 | \$1100 | \$9679.52 |
| SIOUX FALLS, SD | Statement/Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 10/23/2006 | \$0.00 + | \$0.00 + | \$259.89 = | \$259.89 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-------------------------|
| | 10/16 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -251.46 |
| 9/25 | 10/23 | HKW5D900 | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 66.33 9.99 142.34 |
| | 10/23 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 21.55 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 76 |
| Total ThankYou Points Earned This Period | 76 |
| Points Transferred to Your ThankYou Network Member Account | 76 |

| | Year to Date Activity |
|------------------------------|-----------------------|
| Total Base Points Earned | 3,423 |
| Total ThankYou Points Earned | 3,423 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

REMINDER: You may be assessed an over-the-credit-line fee if your account
balance exceeds your credit line at any time during the billing period.

OPT FOR PAPERLESS STATEMENTS! Get an email notice when your statement is ready
- See it instantly online. ENROLL TODAY. Also sign up for email alerts to
remind you when your payment is due. Go to citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,690.77 | \$76.32 | \$251.46 | \$163.89 | \$9,679.52 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,690.77 | \$76.32 | \$251.46 | \$163.89 | \$9,679.52 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,438.67 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,277.83 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

SEND PAYMENTS TO:

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

Visit: www.citicards.com



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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 12/18/06 | \$9643.93 | \$244.22 | |

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BRENT C FUCHS
271 PROSPECT STREET
DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 11/21/2006 | \$1156 Amount Over Credit Line \$0.00 + | \$1100 Past Due \$0.00 + | \$1100 Purch/Adv Minimum Due \$244.22 = | \$9643.93 Minimum Amount Due \$244.22 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount | |
|-----------|-----------|------------------|---|--|--------|
| | 11/15 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -259.89 | |
| 10/30 | 11/21 | | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 66.09 | |
| | 10/30 | 7NT*7H00 | | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | 11/21 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 128.68 |
| | 11/21 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 19.54 | |

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|----|
| Base Points Earned | 76 |
| Total ThankYou Points Earned This Period | 76 |
| Points Transferred to Your ThankYou Network Member Account | 76 |

Year to Date Activity

| | |
|------------------------------|-------|
| Total Base Points Earned | 3,499 |
| Total ThankYou Points Earned | 3,499 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

Increased Online Security. Going online to manage your credit card just got
even more secure. A new layer of online protection called Security Questions is
coming to Account Online.

Use your Citi card to receive \$10 off your first 20 lb. gift box of Al's Family
Farms Florida Citrus! Navel, grapefruits or mixed. Reg: \$34.95, intro price
\$24.95 plus s&h. To order: 1-866-743-6277, Dept. 07X, or www.enjoycitrus.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,679.52 | \$76.08 | \$259.89 | \$148.22 | \$9,643.93 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,679.52 | \$76.08 | \$259.89 | \$148.22 | \$9,643.93 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,418.42 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,278.00 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enclosed Amount Enclosed |
|----------------|------------------|-------------|--------------------|--------------------------|
| 8685 | 01/15/07 | \$9567.64 | \$243.16 | |

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BRENT C FUCHS
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DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|---|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 12/20/2006 | \$1232 Amount Over Credit Line \$0.00 + | \$6400 Past Due \$0.00 + | \$1232 Purch/Adv Minimum Due \$243.16 = | \$9567.64 Minimum Amount Due \$243.16 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|-------------------------|
| 12/18 | | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -300.00 |
| 11/27 | 12/20 | 5C3WS800 | Standard Purch CREDIT PROTECTOR FEE MNTLY 8009505114 CREDITNOTIFY 800-630-3211 VA PURCHASES*FINANCE CHARGE*PERIODIC RATE | 65.56 9.99 128.61 |
| | 12/20 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 19.55 |

****Citi Card ThankYou Points Summary****

| Base Points Earned | Activity This Period |
|--|----------------------|
| Total ThankYou Points Earned This Period | 76 |
| Points Transferred to Your ThankYou Network Member Account | 76 |

| Total Base Points Earned | Year to Date Activity |
|------------------------------|-----------------------|
| Total ThankYou Points Earned | 3,575 3,575 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

HAPPY HOLIDAYS FROM ALL OF US AT CITI! We'd like to take a moment to thank you
for being a Citi Card member and let you know that we appreciate your business.
Warmest wishes for the upcoming year.

Increased Online Security. Going online to manage your credit card just got
even more secure. A new layer of online protection called Security Questions is
coming to Account Online.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,643.93 | \$75.55 | \$300.00 | \$148.16 | \$9,567.64 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,643.93 | \$75.55 | \$300.00 | \$148.16 | \$9,567.64 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,413.54 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,279.17 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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citi®

| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 02/14/07 | \$9702.43 | \$288.72 | |

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DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number
8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|--------------------------------|--|--|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 01/19/2007 | \$1097 Amount Over Credit Line \$0.00 + | \$6400 Past Due \$0.00 + | \$1097 Purch/Adv Minimum Due \$288.72 = | \$9702.43 Minimum Amount Due \$288.72 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| | 1/17 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -243.16 |
| | 1/19 | | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 66.49 |
| 12/26 | 12/26 | 0JW67500 | LATE FEE - DEC PAYMENT PAST DUE | 39.00 |
| 1/11 | 1/11 | 5CVW3Z7M | CREDITNOTIFY 800-630-3211 VA | 9.99 |
| | 1/19 | | FIBRE GLAST DEVELOPMEN BROOKVILLE OH | 109.75 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 132.49 |
| | 1/19 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 20.23 |

****Citi Card ThankYou Points Summary****

Activity This Period

| | |
|--|-----|
| Base Points Earned | 186 |
| Total ThankYou Points Earned This Period | 186 |
| Points Transferred to Your ThankYou Network Member Account | 186 |

Year to Date Activity

| | |
|------------------------------|-----|
| Total Base Points Earned | 186 |
| Total ThankYou Points Earned | 186 |

Go to thankyou.redeem.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
Please refer to the specific terms and conditions pertaining to the promotion
for further details.

Your late fee was based on your account balance as of the payment due date
(01/15/07), which was \$9,687.38.

Increased Online Security. Going online to manage your credit card just got
even more secure. A new layer of online protection called Security Questions is
coming to Account Online.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$9,567.64 | \$225.23 | \$243.16 | \$152.72 | \$9,702.43 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,567.64 | \$225.23 | \$243.16 | \$152.72 | \$9,702.43 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,378.59 | 0.05271%(D) | 19.240% | 19.240% |
| Offer 5 | \$1,279.58 | 0.05271%(D) | 19.240% | 19.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.06367%(D) | 23.240% | 23.240% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount To Deduct |
|----------------|------------------|-------------|--------------------|------------------------|
| 8685 | 03/19/07 | \$10323.77 | \$713.23 | |

00 V1 0100 1 MC 4

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 DU BOIS PA
 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number
 8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|---|----------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 02/20/2007 | \$476 Amount Over Credit Line \$0.00 + | \$6400 Past Due \$288.72 + | \$476 Purch/Adv Minimum Due \$424.51 = | \$10323.77 Minimum Amount Due \$713.23 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|--------|
| 2/20 | | | Standard Purch | 0.00 |
| 2/20 | | | MEMBERSHIP FEE FEB 07-JAN 08 | 70.75 |
| 2/20 | | | CREDIT PROTECTOR FEE MNTHLY 8009505114 | 39.00 |
| 1/18 | 1/20 | Z9FN02Z7 | LATE FEE - JAN PAYMENT PAST DUE | 31.47 |
| 1/24 | 1/24 | XM7RVP30 | HOOTERS MISHAWAKA IN | 126.08 |
| 1/29 | 1/29 | FK9TPS00 | ZALES.COM 800-311-5393 PA | 9.99 |
| 2/17 | 2/17 | G8DMWWD3 | CREDITNOTIFY 800-630-3211 VA | 61.54 |
| | 2/20 | | MP3MUSICHQ.COM 866-9784842 CA | 246.05 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | |
| | 2/20 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 36.46 |

****Citi Card ThankYou Points Summary****

| | Activity This Period |
|--|----------------------|
| Base Points Earned | 300 |
| Total ThankYou Points Earned This Period | 300 |
| Points Transferred to Your ThankYou Network Member Account | 300 |
| | |
| Total Base Points Earned | 486 |
| Total ThankYou Points Earned | 486 |

Go to thankyou.redeemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement.
 Please refer to the specific terms and conditions pertaining to the promotion
 for further details.

Your account is past due. In order to continue earning ThankYou Points with
 your card, please send the Minimum Amount Due. If your payment has already
 been sent, we appreciate it.

Your late fee was based on your account balance as of the payment due date
 (02/14/07), which was \$9,869.97.

The Annual Percentage Rate on your account has been increased due to one of the
 following reasons stated in your Card Agreement with us: you failed to make a
 payment to us when due, you exceeded your credit line or you made a payment to
 us that was not honored by your bank.

Our records show home phone 770-459-2989 and business phone 770-456-0900.
 Please update coupon if incorrect.

Great News! Your Citi MasterCard is now accepted at all Sam's Club locations,
 so you can use it for purchases every time you shop. Not a Sam's Club Member?
 Sign up today at samsclub.com and start enjoying all the benefits of
 Membership.

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BRENT C FUCHS

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|-------------------------------|--------|
|-----------|-----------|------------------|-------------------------------|--------|

Increased Online Security. Going online to manage your credit card just got even more secure. A new layer of online protection called Security Questions is coming to Account Online.

NEED TO UPDATE YOUR HOME OR EMAIL ADDRESS? Instead of calling customer service, change your address online. Just log-on at citicards.com and select "Update Personal Profile" under the "Manage My Account" menu.

Use Virtual Account Numbers. A free security tool that disguises your account number when you shop online for added protection. Use it for all your online shopping at www.virtualnumber3.citicards.com

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|-------------------|--------------------------|------------------------|--------------------|--------------------|
| PURCHASES | \$9,702.43 | \$338.83 | \$0.00 | \$282.51 | \$10,323.77 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$9,702.43 | \$338.83 | \$0.00 | \$282.51 | \$10,323.77 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,704.93 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,290.03 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount To Close |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 04/16/07 | \$10345.51 | \$827.98 | |

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CITI CARDS
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 43218-2564

BRENT C FUCHS
 271 PROSPECT STREET
 DU BOIS PA
 15801-1132000

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|---|----------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 03/21/2007 | \$0 Amount Over Credit Line \$0.00 + | \$6400 Past Due \$425.23 + | \$0 Purch/Adv Minimum Due \$402.75 = | \$10345.51 Minimum Amount Due \$827.98 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|---|---------|
| | 2/22 | | Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU | -288.00 |
| | 3/21 | | Standard Purch CREDIT PROTECTOR FEE MNTHLY 8009505114 | 0.00 |
| 2/26 | 3/21 | | LATE FEE - FEB PAYMENT PAST DUE 800-630-3211 VA | 39.00 |
| | 2/26 | HM7JF700 | CREDITNOTIFY PURCHASES*FINANCE CHARGE*PERIODIC RATE | 9.99 |
| | 3/21 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 227.31 |
| | 3/21 | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 33.44 |

Your late fee was based on your account balance as of the payment due date (03/19/07), which was \$10,045.76.

Your account is past due. Please pay the Minimum Amount Due shown. Remember, regular monthly payments will help establish a good payment history with us. If you have already sent us this payment, thank you.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$10,323.77 | \$48.99 | \$288.00 | \$260.75 | \$10,345.51 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$10,323.77 | \$48.99 | \$288.00 | \$260.75 | \$10,345.51 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$8,873.94 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,305.46 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enter Amount Enclosed |
|----------------|------------------|-------------|--------------------|-----------------------|
| 8685 | 05/16/07 | \$10662.20 | \$1250.67 | |

32 A1 0100 1 MC 4

BRENT C FUCHS
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DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|-----------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| BOX 6500 | \$10800 | \$0 | \$6400 | \$0 | \$10662.20 |
| SIOUX FALLS, SD | Statement/Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 04/20/2007 | \$0.00 + | \$827.98 + | \$422.69 = | \$1250.67 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|-----------------|
| 4/20 | | | Standard Purch | |
| 4/20 | | | LATE FEE - MAR PAYMENT PAST DUE PURCHASES*FINANCE CHARGE*PERIODIC RATE | 39.00 242.20 |
| 4/20 | | | Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE | 35.49 |

Your late fee was based on your account balance as of the payment due date (04/16/07), which was \$10,345.51.

Your account is two months past due and your credit privileges have been discontinued. Please call the toll-free number shown above, Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. If you have already sent us this payment, thank you.

Credit Protector
Your account protection enrollment has been cancelled on your account effective 03/21/2007.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (=) New Balance |
|-----------------|--------------------|--------------------------|------------------------|--------------------|--------------------|
| PURCHASES | \$10,345.51 | \$39.00 | \$0.00 | \$277.69 | \$10,662.20 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$10,345.51 | \$39.00 | \$0.00 | \$277.69 | \$10,662.20 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$9,139.92 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,339.19 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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| Account Number | Current Due Date | New Balance | Minimum Account Due | Enter Amount To Disc. |
|----------------|------------------|-------------|---------------------|-----------------------|
| 8685 | 06/18/07 | \$11045.73 | \$1950.93 | |

32 A1 0100 1 MC 4

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 15801-1132000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|-----------------|----------------------------|----------------------------|--------------------|--------------------------|-----------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$0 | \$6400 | \$0 | \$11045.73 |
| SIOUX FALLS, SD | Statement/ closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 05/22/2007 | \$245.73 + | \$1250.67 + | \$454.53 = | \$1950.93 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 5/22 | | | Standard Purch | |
| 5/22 | | | LATE FEE - APR PAYMENT PAST DUE | 39.00 |
| 5/22 | | | OVER CREDIT LIMIT FEE | 39.00 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 266.63 |
| | | | Balance Transfer - Charged To Offer 5 | |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 38.90 |

Your late fee was based on your account balance as of the payment due date (05/16/07), which was \$10,662.20.

Your account is now 3 MONTHS PAST DUE and currently closed. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$10,662.20 | \$78.00 | \$0.00 | \$305.53 | \$11,045.73 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$10,662.20 | \$78.00 | \$0.00 | \$305.53 | \$11,045.73 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$9,433.11 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,376.36 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

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| Account Number | Current Due Date | New Balance | Minimum Amount Due | Enter Amount To Use |
|----------------|------------------|-------------|--------------------|---------------------|
| [REDACTED] | 07/17/07 | \$11420.21 | \$11420.21 | |

32 A1 0100 1 MC 4

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COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| | | | | | |
|-----------------|------------------------|-------------------------|--------------------|-----------------------|--------------------|
| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
| BOX 6500 | \$10800 | \$0 | \$6400 | \$0 | \$11420.21 |
| SIOUX FALLS, SD | Statement/Closing Date | Amount Over Credit Line | Past Due | Purch/Adv Minimum Due | Minimum Amount Due |
| 57117 | 06/21/2007 | \$620.21 | \$1705.20 | \$448.48 | \$11420.21 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 6/21 | | | Standard Purch | |
| 6/21 | | | LATE FEE - MAY PAYMENT PAST DUE | 39.00 |
| 6/21 | | | OVER CREDIT LIMIT FEE | 39.00 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 259.00 |
| 6/21 | | | Balance Transfer - Charged To Offer 5 | |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 37.48 |

Your late fee was based on your account balance as of the payment due date (06/18/07), which was \$11,045.73.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$11,045.73 | \$78.00 | \$0.00 | \$296.48 | \$11,420.21 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$11,045.73 | \$78.00 | \$0.00 | \$296.48 | \$11,420.21 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$9,773.83 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,414.54 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

Visit: www.citicards.com

CITI

8685182547825475306

| Account Number | Payment Due Date | New Balance | Minimum Amount Due | Enclosed Amount Enclosed |
|----------------|------------------|-------------|--------------------|--------------------------|
| 8685 | 08/20/07 | \$11825.47 | \$11825.47 | |

32 A1 0100 1 MC 4

BRENT C FUCHS
271 PROSPECT STREET
DU BOIS PA
15801-1132000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

8685

Customer Service:

| 1-800-950-5114 | Total Credit Line | Available Credit Line | Cash Advance Limit | Available Cash Limit | New Balance |
|--------------------------------------|---|--|---------------------------------|---|---|
| BOX 6500 SIOUX FALLS, SD 57117 | \$10800 Statement/ closing Date 07/23/2007 | \$0 Amount Over Credit Line \$1025.47 | \$6400 Past Due \$2153.68 | \$0 Purch/Adv Minimum Due \$483.26 | \$11825.47 Minimum Amount Due \$11825.47 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|-----------|-----------|------------------|--|--------|
| 7/23 | | | Standard Purch | |
| 7/23 | | | LATE FEE - JUN PAYMENT PAST DUE | 39.00 |
| 7/23 | | | OVER CREDIT LIMIT FEE | 39.00 |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 286.17 |
| | | | Balance Transfer - Charged To Offer 5 | |
| | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 41.09 |

Your late fee was based on your account balance as of the payment due date (07/17/07), which was \$11,420.21.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Please see enclosed privacy notice for important information.

| Account Summary | Previous Balance | (+) Purchases & Advances | (-) Payments & Credits | (+) FINANCE CHARGE | (-) New Balance |
|-----------------|------------------|--------------------------|------------------------|--------------------|-----------------|
| PURCHASES | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |
| ADVANCES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$11,420.21 | \$78.00 | \$0.00 | \$327.26 | \$11,825.47 |

| Rate Summary | Balance Subject to Finance Charge | Periodic Rate | Nominal APR | ANNUAL PERCENTAGE RATE |
|----------------|-----------------------------------|---------------|-------------|------------------------|
| PURCHASES | | | | |
| Standard Purch | \$10,124.16 | 0.08833%(D) | 32.240% | 32.240% |
| Offer 5 | \$1,453.80 | 0.08833%(D) | 32.240% | 32.240% |
| ADVANCES | | | | |
| Standard Adv | \$0.00 | 0.08833%(D) | 32.240% | 32.240% |

SEND PAYMENTS TO:

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA),

CIVIL DIVISION

Plaintiff

NO. AR04-3998

vs.

CODE

JOANNE EMRICK,

MEMORANDUM AND ORDER OF COURT

Defendant

HONORABLE R. STANTON WETTICK, JR.

Counsel for Plaintiff:

Burton Neil, Esquire
1060 Andrew Drive
Suite 170
West Chester, PA 19380

Defendant, Pro Se:

Joanne Emrick
29 Rhodes Avenue
Pittsburgh, PA 15220

MEMORANDUM AND ORDER OF COURT

WETTICK, A.J.

Plaintiff has filed a complaint to recover money allegedly due on a credit card account. Defendant has filed preliminary objections seeking dismissal of the complaint for lack of subject matter jurisdiction. These preliminary objections are the subject of this Memorandum and Order of Court.

In her preliminary objections, defendant alleges that pursuant to the provisions of the Fair Credit Billing Act (15 U.S.C. §1666 et seq.), she sent plaintiff two Billing Error Dispute Notices for the account that is the subject of this litigation. Plaintiff failed to respond to these notices. Defendant contends that provisions within the Fair Credit Billing Act bar a credit card company from taking any steps, including litigation, to recover the disputed amount. Thus, this court lacks subject matter jurisdiction. Defendant also contends that because of plaintiff's noncompliance with its obligation to respond to the notices, defendant has forfeited its right to collect any money allegedly due under the account that is the subject of this litigation.

I find defendant's preliminary objections to be without merit. There is nothing within the Fair Credit Billing Act, which is attached as Attachment 1, that bars state courts from considering a claim that money is due on a credit card. The only remedy for noncompliance provided for by this Act is the forfeiture of a credit card company's right to collect the first \$50.00 of the disputed amount, including finance charges. See §1666(e).

In American Express Company v. Koerner, 101 S.Ct. 2281 (1981), the Court described the operation of the Fair Credit Billing Act as follows:

The Fair Credit Billing Act added a number of provisions to the Truth in Lending Act (TILA), Pub.L. 90-321, Tit. 1, §2 Stat. 146. A primary provision, and the one at issue in this case, is § 161(a), as so added. 88 Stat. 1512, 15 U.S.C. § 1666(a). [FN1] This section applies whenever a creditor transmits "235 to an obligor "a statement of the obligor's account in connection with an extension of consumer credit." If the "236 obligor believes that the statement contains a billing error, [FN2] he then may send the creditor a written notice setting forth that belief, indicating the amount of the error and the reasons supporting his belief that it is an **1284 error. If the creditor receives this notice within 60 days of transmitting the statement of account, § 161(a) imposes two separate obligations upon the creditor. Within 30 days, it must send a written acknowledgment that it has received the notice. And, within 90 days*237 or two complete billing cycles, whichever is shorter, the creditor must investigate the matter and either make appropriate corrections in the obligor's account or send a written explanation of its belief that the original statement sent to the obligor was correct. The creditor must send its explanation before making any attempt to collect the disputed amount.

A creditor that fails to comply with § 161(a) for failing to timely collect a disputed amount, § 161(e), 15 U.S.C. § 1666(e). In addition, § 161(d) provides that, pursuant to regulations of the Federal Reserve Board, a creditor operating an "open end consumer credit plan" may not restrict or close an account due to an obligor's failure to pay a disputed amount until the creditor has sent the written explanation required by § 161(a).

Footnotes omitted. Emphasis added.
Id. at 2284.

The regulations governing billing error resolution are set forth at 12 C.F.R. §226.13, which is attached as Attachment 2. The initial paragraph states, "a creditor may be subject to the forfeiture penalty under section 161(e) of the act for failure to comply with any of the requirements of this section."¹

For these reasons, I enter the following Order of Court:

¹Section 161(e) is set forth at 15 U.S.C. §1666(e). See American Express Company v. Koerner, *supra*.

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

CITIBANK (SOUTH DAKOTA),

]

Plaintiff

]

vs.

]

NO. AR04-3998

JOANNE EMRICK,

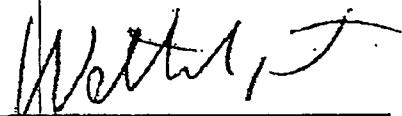
]

Defendant

]

On this 7 day of April, 2005, it is hereby ORDERED that defendant's preliminary objections to plaintiff's complaint are overruled. Arbitration hearing will be held on May 18, 2005 at 9:00 A.M. in Room 523 Courthouse, Pittsburgh, PA.

BY THE COURT:



WETTICK, A.J.

Westlaw

Page 1

15 U.S.C.A. § 1666

C

Effective: [See Text Amendments]

United States Code Annotated Currentness

Title 15. Commerce and Trade

Chapter 41. Consumer Credit Protection (Refs & Annos)
■ Subchapter I. Consumer Credit Cost Disclosure (Refs & Annos)
■ Part D. Credit Billing (Refs & Annos)

→ § 1666. Correction of billing errors

(a) Written notice by obligor to creditor; time for and contents of notice; procedure upon receipt of notice by creditor

If a creditor, within sixty days after having transmitted to an obligor a statement of the obligor's account in connection with an extension of consumer credit, receives at the address disclosed under section 1637(b)(10) of this title a written notice (other than notice on a payment stub or other payment medium supplied by the creditor if the creditor so stipulates with the disclosure required under section 1637(a)(7) of this title) from the obligor in which the obligor—

- (1) sets forth or otherwise enables the creditor to identify the name and account number (if any) of the obligor,
- (2) indicates the obligor's belief that the statement contains a billing error and the amount of such billing error, and
- (3) sets forth the reasons for the obligor's belief (to the extent applicable) that the statement contains a billing error,

the creditor shall, unless the obligor has, after giving such written notice and before the expiration of the time limits herein specified, agreed that the statement was correct—

(A) not later than thirty days after the receipt of the notice, send a written acknowledgment thereof to the obligor, unless the action required in subparagraph (B) is taken within such thirty-day period, and

(B) not later than two complete billing cycles of the creditor (in no event later than ninety days) after the receipt of the notice and prior to taking any action to collect the amount, or any part thereof, indicated by the obligor under paragraph (2) either—

(i) make appropriate corrections in the account of the obligor, including the crediting of any finance charges on amounts erroneously billed, and transmit to the obligor a notification of such corrections and the creditor's explanation of any change in the amount indicated by the obligor under paragraph (2) and, if any such change is made and the obligor so requests, copies of documentary evidence of the obligor's indebtedness; or

(ii) send a written explanation or clarification to the obligor, after having conducted an investigation, setting forth to the extent applicable the reasons why the creditor believes the account of the obligor was correctly

15 U.S.C.A. § 1666

shown in the statement and, upon request of the obligor, provide copies of documentary evidence of the obligor's indebtedness. In the case of a billing error where the obligor alleges that the creditor's billing statement reflects goods not delivered to the obligor or his designee in accordance with the agreement made at the time of the transaction, a creditor may not construe such amount to be correctly shown unless he determines that such goods were actually delivered, mailed, or otherwise sent to the obligor and provides the obligor with a statement of such determination.

After complying with the provisions of this subsection with respect to an alleged billing error, a creditor has no further responsibility under this section if the obligor continues to make substantially the same allegation with respect to such error.

(b) Billing error

For the purpose of this section, a "billing error" consists of any of the following:

(1) A reflection on a statement of an extension of credit which was not made to the obligor or, if made, was not in the amount reflected on such statement.

(2) A reflection on a statement of an extension of credit for which the obligor requests additional clarification including documentary evidence thereof.

(3) A reflection on a statement of goods or services not accepted by the obligor or his designee or not delivered to the obligor or his designee in accordance with the agreement made at the time of a transaction.

(4) The creditor's failure to reflect properly on a statement a payment made by the obligor or a credit issued to the obligor.

(5) A computation error or similar error of an accounting nature of the creditor on a statement.

(6) Failure to transmit the statement required under section 1637(b) of this title to the last address of the obligor which has been disclosed to the creditor, unless that address was furnished less than twenty days before the end of the billing cycle for which the statement is required.

(7) Any other error described in regulations of the Board.

(c) Action by creditor to collect amount or any part thereof regarded by obligor to be a billing error

For the purposes of this section, "action to collect the amount, or any part thereof, indicated by an obligor under paragraph (2)" does not include the sending of statements of account, which may include finance charges on amounts in dispute, to the obligor following written notice from the obligor as specified under subsection (a) of this section, if-

(1) the obligor's account is not restricted or closed because of the failure of the obligor to pay the amount indicated under paragraph (2) of subsection (a) of this section, and

(2) the creditor indicates the payment of such amount is not required pending the creditor's compliance with this section.

Nothing in this section shall be construed to prohibit any action by a creditor to collect any amount which has not been indicated by the obligor to contain a billing error.

15 U.S.C.A. § 1666

(d) Restricting or closing by creditor of account regarded by obligor to contain a billing error

Pursuant to regulations of the Board, a creditor operating an open end consumer credit plan may not, prior to the sending of the written explanation or clarification required under paragraph (B)(ii), restrict or close an account with respect to which the obligor has indicated pursuant to subsection (a) of this section that he believes such account to contain a billing error solely because of the obligor's failure to pay the amount indicated to be in error. Nothing in this subsection shall be deemed to prohibit a creditor from applying against the credit limit on the obligor's account the amount indicated to be in error.

(e) Effect of noncompliance with requirements by creditor

Any creditor who fails to comply with the requirements of this section or section 1666a of this title forfeits any right to collect from the obligor the amount indicated by the obligor under paragraph (2) of subsection (a) of this section, and any finance charges thereon, except that the amount required to be forfeited under this subsection may not exceed \$50.

CREDIT(S)

(Pub.L. 90-321, Title I, § 161, as added Pub.L. 93-495, Title III, § 306, Oct. 28, 1974, 88 Stat. 1512, and amended Pub.L. 96-221, Title VI, §§ 613(g), 620, Mar. 31, 1980, 94 Stat. 177, 184.)

HISTORICAL AND STATUTORY NOTES

Revision Notes and Legislative Reports

1968 Acts. House Report No. 1040 and Conference Report No. 1397, see 1958 U.S. Code Cong. and Adm. News, p. 1962.

1974 Acts. Senate Report No. 93-902 and House Conference Report No. 93-1429, see 1974 U.S. Code Cong. and Adm. News, p. 6119.

1980 Acts. Senate Report Nos. 96-368 and 96-73, and House Conference Report No. 96-242, see 1980 U.S. Code Cong. and Adm. News, p. 236.

Amendments

1980 Amendments. Subsec. (a). Pub.L. 96-221, § 613(g), substituted "(b) (10)" for "(b)(11)" and "(a)(7)" for "(a)(8)".

Subsec. (b)(6)(7). Pub.L. 96-221, § 620(a), added par. (6) and redesignated (7) former par. (6) as.

Subsec. (c). Pub.L. 96-221, § 620(b), inserted provisions respecting finance charges on amounts in dispute.

Effective and Applicability Provisions

1980 Acts. Amendment by Pub.L. 96-221 effective upon the expiration of two years and six months after Mar. 31, 1980, with all regulations, forms, and clauses required to be prescribed to be promulgated at least one year prior to such effective date, and allowing any creditor to comply with any amendments, in accordance with the regulations, forms, and clauses prescribed by the Board prior to such effective date, see § 625 of Pub.L. 96-221, set out as an Effective Date of 1980 Amendment note under § 1602 of this title.

Westlaw

12 CFR § 226.13
12 C.F.R. § 226.13

Page 1

C
CODE OF FEDERAL REGULATIONS
TITLE 12—BANKS AND BANKING
CHAPTER II—FEDERAL RESERVE SYSTEM
SUBCHAPTER A—BOARD OF GOVERNORS
OF THE FEDERAL RESERVE SYSTEM
PART 226—TRUTH IN LENDING
(REGULATION Z)
SUBPART B—OPEN-END CREDIT
Current through March 23, 2005; 70 FR 14962

§ 226.13 Billing error resolution. [FN27]

[FN27] A creditor shall not accelerate any part of the consumer's indebtedness or restrict or close a consumer's account solely because the consumer has exercised in good faith rights provided by this section. A creditor may be subject to the forfeiture penalty under section 161(e) of the act for failure to comply with any of the requirements of this section.

(a) Definition of billing error. For purposes of this section, the term billing error means:

- (1) A reflection on or with a periodic statement of an extension of credit that is not made to the consumer or to a person who has actual, implied, or apparent authority to use the consumer's credit card or open-end credit plan.
- (2) A reflection on or with a periodic statement of an extension of credit that is not identified in accordance with the requirements of §§ 226.7(b) and 226.8.
- (3) A reflection on or with a periodic statement of an extension of credit for property or services not accepted by the consumer or the consumer's designee, or not delivered to the consumer or the consumer's designee as agreed.
- (4) A reflection on a periodic statement of the creditor's failure to credit properly a payment or other credit issued to the consumer's account.
- (5) A reflection on a periodic statement of a computational or similar error of an accounting

nature that is made by the creditor.

(6) A reflection on a periodic statement of an extension of credit for which the consumer requests additional clarification, including documentary evidence.

(7) The creditor's failure to mail or deliver a periodic statement to the consumer's last known address if that address was received by the creditor, in writing, at least 20 days before the end of the billing cycle for which the statement was required.

(b) Billing error notice. [FN28] A billing error notice is a written notice [FN29] from a consumer that:

[FN28] The creditor need not comply with the requirements of paragraphs (c) through (g) of this section if the consumer concludes that no billing error occurred and voluntarily withdraws the billing error notice.

[FN29] The creditor may require that the written notice not be made on the payment medium or other material accompanying the periodic statement if the creditor so stipulates in the billing rights statement required by §§ 226.6(d) and 226.9(a).

- (1) Is received by a creditor at the address disclosed under § 226.7(k) no later than 60 days after the creditor transmitted the first periodic statement that reflects the alleged billing error;
- (2) Enables the creditor to identify the consumer's name and account number; and
- (3) To the extent possible, indicates the consumer's belief and the reasons for the belief that a billing error exists, and the type, date, and amount of the error.

(c) Time for resolution; general procedures.

- (1) The creditor shall mail or deliver written acknowledgment to the consumer within 30 days of receiving a billing error notice, unless the creditor

12 CFR § 226.13
12 C.F.R. § 226.13

has complied with the appropriate resolution procedures of paragraphs (e) and (f) of this section, as applicable, within the 30-day period; and

(2) The creditor shall comply with the appropriate resolution procedures of paragraphs (e) and (f) of this section, as applicable, within 2 complete billing cycles (but in no event later than 90 days) after receiving a billing error notice.

(d) Rules pending resolution. Until a billing error is resolved under paragraph (e) or (f) of this section, the following rules apply:

(1) Consumer's right to withhold disputed amount; collection action prohibited. The consumer need not pay (and the creditor may not try to collect) any portion of any required payment that the consumer believes is related to the disputed amount (including related finance or other charges). [FN30] If the cardholder maintains a deposit account with the card issuer and has agreed to pay the credit card indebtedness by periodic deductions from the cardholder's deposit account, the card issuer shall not deduct any part of the disputed amount or related finance or other charges if a billing error notice is received any time up to 3 business days before the scheduled payment date.

[FN30] A creditor is not prohibited from taking action to collect any undisputed portion of the item or bill; from deducting any disputed amount and related finance or other charges from the consumer's credit limit on the account; or from reflecting a disputed amount and related finance or other charges on a periodic statement, provided that the creditor indicates on or with the periodic statement that payment of any disputed amount and related finance or other charges is not required pending the creditor's compliance with this section.

(2) Adverse credit reports prohibited. The creditor or its agent shall not (directly or indirectly) make or threaten to make an adverse report to any person about the consumer's credit standing, or report that an amount or account is delinquent, because the consumer failed to pay the disputed amount or related finance or other charges.

(e) Procedures if billing error occurred as asserted. If a creditor determines that a billing error occurred as asserted, it shall within the time limits in

paragraph (c)(2) of this section:

(1) Correct the billing error and credit the consumer's account with any disputed amount and related finance or other charges, as applicable; and

(2) Mail or deliver a correction notice to the consumer.

(f) Procedures if different billing error or no billing error occurred. If, after conducting a reasonable investigation, [FN31] a creditor determines that no billing error occurred or that a different billing error occurred from that asserted, the creditor shall within the time limits in paragraph (c)(2) of this section:

[FN31] If a consumer submits a billing error notice alleging either the nondelivery of property or services under paragraph (a)(3) of this section or that information appearing on a periodic statement is incorrect because a person honoring the consumer's credit card has made an incorrect report to the card issuer, the creditor shall not deny the assertion unless it conducts a reasonable investigation and determines that the property or services were actually delivered, mailed, or sent as agreed or that the information was correct.

(1) Mail or deliver to the consumer an explanation that sets forth the reasons for the creditor's belief that the billing error alleged by the consumer is incorrect in whole or in part;

(2) Furnish copies of documentary evidence of the consumer's indebtedness, if the consumer so requests; and

(3) If a different billing error occurred, correct the billing error and credit the consumer's account with any disputed amount and related finance or other charges, as applicable.

(g) Creditor's rights and duties after resolution. If a creditor, after complying with all of the requirements of this section, determines that a consumer owes all or part of the disputed amount and related finance or other charges, the creditor:

(1) Shall promptly notify the consumer in writing of the time when payment is due and the portion of the disputed amount and related finance or other charges that the consumer still owes;

**12 CFR § 226.13
12 C.F.R. § 226.13**

(2) Shall allow any time period disclosed under §§ 226.6(a)(1) and 226.7(j), during which the consumer can pay the amount due under paragraph (g)(1) of this section without incurring additional finance or other charges;

(3) May report an account or amount as delinquent because the amount due under paragraph (g)(1) of this section remains unpaid after the creditor has allowed any time period disclosed under §§ 226.6(a)(1) and 266.7(j) or 10 days (whichever is longer) during which the consumer can pay the amount; but

(4) May not report that an amount or account is delinquent because the amount due under paragraph (g)(1) of the section remains unpaid, if the creditor receives (within the time allowed for payment in paragraph (g)(3) of this section) further written notice from the consumer that any portion of the billing error is still in dispute, unless the creditor also:

(i) Promptly reports that the amount or account is in dispute;

(ii) Mails or delivers to the consumer (at the same time the report is made) a written notice of the name and address of each person to whom the creditor makes a report; and

(iii) Promptly reports any subsequent resolution of the reported delinquency to all persons to whom the creditor has made a report.

(h) Reassertion of billing error. A creditor that has fully complied with the requirements of this section, has no further responsibilities under this section (other than as provided in paragraph (g)(4) of this section) if a consumer reasserts substantially the same billing error.

(i) Relation to Electronic Fund Transfer Act and Regulation E. If an extension of credit is incident to an electronic fund transfer, under an agreement between a consumer and a financial institution to extend credit when the consumer's account is overdrawn or to maintain a specified minimum balance in the consumer's account, the creditor shall comply with the requirements of Regulation E, 12 CFR 205.11 governing error resolution rather than those of paragraphs (a), (b), (c), (e), (f), and (h) of

this section.

[40 FR 43207, Sept. 19, 1975, as amended at 41 FR 36665, Aug. 31, 1976; 42 FR 38173, July 27, 1977]

<General Materials (GM) - References,
Annotations, or Tables>

12 C.F.R. § 226.13

12 CFR § 226.13

END OF DOCUMENT

Burton Neil & Associates, P.C.
By: Brit J. Suttell, Esquire ID. NO. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

v.

BRENT C FUCHS
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-1602-CD
: CIVIL ACTION - LAW

Certificate of Service

I, Brit J. Suttell, Esquire do hereby certify that I served a true and correct copy of the
within Motion for Summary Judgment, Brief in Support and proposed Order on *pro se* defendant,
Brent C Fuchs at his address of record via first class mail, postage prepaid on the date set forth
below.

Date: June 11, 2013

Burton Neil & Associates, P.C.

By:



Brit J. Suttell, Esquire
Attorney for Plaintiff

This is an attempt to collect a debt, and any information obtained will be used for that purpose.
This communication is from a debt collector.

W-22625

10

10

FILED

APR 17 2013

William A. Sherry
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA), N.A. :

Plaintiff : NO. 2007-1602-CD
vs

BRENT C. FUCHS :

Defendant, :

FILED 3CC Atty
0/10/4/cm Suttell
JUN 19 2013 6E

William A. Shaw
Prothonotary/Clerk of Courts

RULE TO SHOW CAUSE

AND NOW, this 19th day of June, 2013, the Court being in receipt of the Plaintiff's Motion for Summary Judgment filed by Brit J. Suttell, Esquire, it is the ORDER of this Court that argument on the Motion for Summary Judgment be and is hereby scheduled for the **2nd day of August, 2013, at 2:00 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. Thirty minutes have been reserved for this proceeding.

Defendant Brent C. Fuchs is to **file a written answer** with the Prothonotary of Clearfield County to the Plaintiff's Motion for Summary Judgment within no more than twenty days (20) from the date of this Order.

Plaintiff's counsel is to serve a copy of this Order on the Defendant and file a Certificate of Service with the Prothonotary of Clearfield County.

BY THE COURT


FREDRIC J. AMMERMAN
PRESIDENT JUDGE

S (LG) 11:40am Blasker
7/27/2013

William A. Shaw
Prothonotary Clerk of Courts

Burton Neil & Associates, P.C.
By: Derek C. Blasker, Esquire ID. NO. 202150
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

v.

BRENT C. FUCHS
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-1602-CD
: CIVIL ACTION - LAW

Certificate of Service

I, Derek C. Blasker, Esquire, do hereby certify that I served a true and correct copy of the within Court's June 19, 2013 Rule to Show Cause on *pro se* defendant, Brent C. Fuchs, at his address of record via first class mail, postage prepaid on the date set forth below.

Date: June 25, 2013

Burton Neil & Associates, P.C.

By: Derek C. Blasker, Esquire
Derek C. Blasker, Esquire
Attorney for Plaintiff

This is an attempt to collect a debt, and any information obtained will be used for that purpose.
This communication is from a debt collector.

W-22625

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

CITIBANK (SOUTH DAKOTA), N.A. :

Plaintiff : NO. 2007-1602-CD
vs

BRENT C. FUCHS

Defendant,

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

JUN 19 2013

RULE TO SHOW CAUSE

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

AND NOW, this 19th day of June, 2013, the Court being in receipt of the Plaintiff's Motion for Summary Judgment filed by Brit J. Suttell, Esquire, it is the ORDER of this Court that argument on the Motion for Summary Judgment be and is hereby scheduled for the **2nd day of August, 2013, at 2:00 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. Thirty minutes have been reserved for this proceeding.

Defendant Brent C. Fuchs is to **file a written answer** with the Prothonotary of Clearfield County to the Plaintiff's Motion for Summary Judgment within no more than twenty days (20) from the date of this Order.

Plaintiff's counsel is to serve a copy of this Order on the Defendant and file a Certificate of Service with the Prothonotary of Clearfield County.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

Burton Neil & Associates, P.C.
By: Derek C. Blasker, Esquire ID. NO. 202150
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

APPLICANT FOR FEDERAL
CITIBANK (SOUTH DAKOTA), N.A.

IN THE COURT OF COMMON PLEAS

V.

: CLEARFIELD COUNTY, PENNSYLVANIA

BRENT C. FUCHS

: NO. 07-1602-CD

Defendant

: CIVIL ACTION - LAW

Defendant

To the Breathless

Enter judgment on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA), N.A., and against the defendant, BRENT C. FUCHS, as per the Court's Order dated August 2, 2013, and assess damages in the sum of \$11,667.08, plus the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By:

Derek C. Blasker, Esquire
Attorney for Plaintiff

AND NOW, this 15th day of August, 2013, judgment is entered
on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA), N.A., and against the defendant,
BRENT C. FUCHS, in the sum of \$11,667.08, plus costs.

Prothonotary of Clearfield County

Deputy

This is an attempt to collect a debt, and any information obtained will be used for that purpose.
This communication is from a debt collector.
W-22625 / 221

U. S. GOVERNMENT PRINTING OFFICE 1904 50-10000

Attest:

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

CITIBANK (SOUTH DAKOTA), N.A.)
VS.) NO. 2007-1602-CD
BRENT C. FUCHS)

O R D E R

NOW this 2nd day of August, 2013, the Court noting this is the day and time set for argument on the Plaintiff's Motion for Summary Judgment; with counsel for Plaintiff having appeared; the Defendant having failed to appear; the Court further noting the pro se Defendant's failure to file a written answer to the Motion for Summary Judgment as required by this Court's scheduling Order as stated on the record; upon presentation of Motion for Summary Judgment, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby granted.

The Court hereby finds in favor of the Plaintiff, Citibank (South Dakota), N.A., and against the Defendant, Brent C. Fuchs, in the amount of Eleven Thousand

Six Hundred Sixty-seven Dollars and Eight (\$11,667.08) Cents,
plus costs of the suit and interest at the legal rate.

BY THE COURT,
/S/ Fredric J Ammerman

President Judge

Burton Neil & Associates, P.C.
By: Derek C. Blasker, Esquire ID. NO. 202150
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
701 East 60th Street N
Sioux Falls, SD 57117

Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.

BRENT C. FUCHS : NO. 07-1602-CD
12 Webster Drive
Houtzdale, PA 16651

Defendant : CIVIL ACTION - LAW

**Certification of Address and
Affidavit of Non-Military**

Understanding that false statements herein are subject to penalty under 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities, I verify that:

1. The above are the precise last-known addresses of the judgment creditor and debtor.
2. Pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003 (SCRA)

the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

BURTON NEIL & ASSOCIATES, P.C.

By: _____

Derek C. Blasker, Esquire
Attorney for Plaintiff

This is an attempt to collect a debt, and any information obtained will be used for that purpose.
This communication is from a debt collector.

Burton Neil & Associates, P.C.
By: Derek C. Blasker, Esquire ID. NO. 202150
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

v.

BRENT C. FUCHS
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-1602-CD
: CIVIL ACTION - LAW

Rule of Civil Procedure No. 236 (Revised)

Notice is given that a JUDGMENT in the above captioned matter has been entered
against you on August 15, 2013.

Prothonotary of Clearfield County

Walter L. Ober
Deputy

If you have any questions concerning the above, please contact:

Derek C. Blasker, Esquire
Attorney for Party Filing
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Phone: 610-696-2120

This is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.

COPY

BURTON NEIL & ASSOCIATES, P.C.
Brit J. Suttell, Esquire, Id. no. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
: NO. 07-1602-CD

BRENT C. FUCHS

Defendant : CIVIL ACTION - LAW

Plaintiff's Brief in Support of Summary Judgment

A. History of the Case

Plaintiff sued defendant to recover the past due balance owed on a credit card account. Defendant filed an answer which admitted the material allegations of the complaint. Included with the answer was fact-less new matter to which plaintiff replied, closing the pleadings. In the course of litigation, plaintiff served defendant with requests for admission which defendant did not answer.

There is no genuine issue of material fact which will require a trial. Therefore, plaintiff files this motion for summary judgment. The pleadings, unanswered requests for admission and plaintiff's affidavit in support of summary judgment constitutes the record for the purposes of

this motion. Plaintiff's motion is now before the Court for disposition.

B. Issue

Whether plaintiff's motion for summary judgment should be granted when there is no genuine issue of material fact which will require a trial?

C. Argument

1. Standard for Summary Judgment

The Pennsylvania Supreme Court stated that the standard for summary judgment is as follows:

Summary judgment is properly granted where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law." Pa. R. C. P. 1035(b). "The record must be viewed in the light most favorable to the nonmoving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party." *Marks v. Tasman*, 527 Pa. 132, 135, 589 A.2d 205, 206 (1991). Summary judgment may be entered only in those cases where the right is clear and free from doubt. *Musser v. Vilsmeier Auction Co., Inc.*, 522 Pa. 367, 369, 562 A.2d 279, 280 (1989).

Pa. State Univ. v. County of Ctr., 532 Pa. 142, 144 - 45, 615 A.2d 303 (1992).

Additionally, the Pennsylvania Superior Court has held the following:

. . . summary judgment is proper only when the uncontested allegations in the pleadings, depositions, answers to interrogatories, admissions of record and submitted affidavits demonstrate that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law.

Power Gas Mktg. & Transmission, Inc. v. Cabot Oil & Gas Corp., 2008 PA Super. 54, *P8, 948 A.2d 807 (2008), *citing Roche v. Ugly Duckling Car Sales, Inc.*, 2005 PA Super. 225, 879 A.2d 785, 789 (2005), *appeal denied*, 587 Pa. 732, 901 A.2d 499 (2006) (additional citation omitted).

Even when the limits of Rule 1035.1 are considered, plaintiff is still entitled to judgment

as a matter of law because there is no genuine issue of material fact which needs to be tried.

2. The unanswered requests for admission conclusively establish plaintiff's case and eliminate any genuine issue of material fact.

Defendant's failure to respond to plaintiff's requests for admission results in those matters being admitted pursuant to Pa. R. C. P. 4014(b).² Additionally, Pa. R. C. P. 4014(d) states that matters admitted under Pa. R. C. P. 4014 are "conclusively established." Thus, in the case at bar, defendant's failure to answer plaintiff's requests for admission within the time period specified by rule, results in those matters being admitted conclusively. The failure to answer requests for admission was the basis for summary judgment in whole, or in part, in *Borough of Mifflinburg v. Heim, et al.*, 705 A.2d 456 (Pa. Super. 1997); *Byrens, Inc. v. Buss Automation, Inc.*, 415 Pa. Super. 549, 609 A.2d 1360 (1992); *Innovate Inc. v. United Parcel Service, Inc.*, 275 Pa. Super. 276, 418 A.2d 720 (1980).

From the requests for admission, the Court is able to see the transactional history of defendant's credit card account. As a result of the unanswered requests, the following facts are conclusively established:

- a. Plaintiff mailed, transmitted or otherwise provided defendant with the Account Statements.
- b. Defendant received the Account Statements.
- c. The detail for all charges and credits in the Account Statements is accurately reflected.
- d. Defendant reviewed all of the Account Statements.

²Pa. R. C. P. 4014(b) provides, in pertinent part:

The matter is admitted unless, within thirty days after service of the request, or within such shorter or longer time as the court may allow, the party to whom the request is directed serves upon the party requesting the admission an answer verified by the party or an objection, signed by the party or by the party's attorney.

- e. Defendant made a payment on certain Account Statements which was reflected as a credit in the following month's Account Statement.
- f. Defendant failed to make a payment on certain Account Statements.
- g. The last payment on the account was made on October 20, 2008.
- h. Within sixty (60) days after defendant's receipt of each Account Statement, no written billing error notice was sent to plaintiff by defendant.
- i. Citibank (South Dakota), N.A. merged into Citibank, N.A. on or about July 2011.
- j. Citibank, N.A. is a national bank organized and existing under the laws of the United States of America.
- k. Defendant has no writings, letters, books, calculations, transcripts, papers, contracts, plans, slides, programs, data, tapes, agreements, reports, pamphlets, records, checks, drafts or documents of any kind to support his alleged affirmative defenses to plaintiff's complaint.
- l. Defendant has no fact witness or witnesses willing to offer testimony to support his alleged affirmative defenses to plaintiff's complaint.
- m. Defendant has no expert witness or witnesses willing to offer an opinion to support his alleged affirmative defenses to plaintiff's complaint.

3. Defendant's answer effectively admitted the complaint allegations either directly or through rule of court and case law.

Defendant admitted the following facts from the complaint:

- a. Plaintiff is a national banking association, engaged in consumer lending through the issuance of credit cards. *See* Complaint and Answer paragraph 3.
- b. Pursuant to defendant's requests, plaintiff furnished to the defendant a credit card account bearing account number ending in 8685. *See* Complaint and Answer paragraph 4.

c. Plaintiff mailed to defendant monthly statements for the account including the billing statement attached to the Complaint as Exhibit A.

The remainder of the complaint was denied by defendant. However, none of defendant's denials were supported by any facts and, as such, must be deemed admitted under Pa. R. C. P. 1029(b) as general denials. "Although no fixed rule can be stated for determining whether a denial is specific, generally for a denial to be specific, it must deny what is averred and then must affirmatively aver what did occur in place of the facts as averred." *5 Standard Pennsylvania Practice* 2d § 26:40 and the cases cited therein. *See also Swift v. Milner*, 371 Pa. Super. 302, 538 A.2d 28 (1988) (Court held that response with single word "denied" was a general denial resulting in admission); *Acme Cotton Products Co. v. Michael McDonough, Inc.*, 61 Pa. D. & C.2d 608 (1972), *affirmed per curiam*, 225 Pa. Super. 701, 306 A.2d 351 (1973) (Court held that when no facts pled to support denial, result was general denial and admission of facts).

As expressed in *Jewelcor Jewelers & Distributors v. Corr*, 373 Pa. Super. 536, 542 A.2d 72 (1988), defendant's judicial admissions from the unanswered requests for admission pave the way for concluding that plaintiff's motion should be granted.

A judicial admission is an express waiver made in court or preparatory to trial by a party or his attorney, conceding for the purposes of the trial, the truth of the admission. It has the effect of a confessory pleading, in that the fact is thereafter to be taken for granted, so that the opposing party need offer no evidence to prove it and the party by whom the statement was made is not allowed to disprove it. *See* 9 Wigmore, *Evidence*, Section 2588 (Chadbourne Rev. 1981). It is axiomatic that a judicial admission cannot be contradicted by the party that made it. *See Tops Apparel Mfg. Co. v. Rothman*, 430 Pa. 583, 244 A.2d 436 (1968).

It is proper for the Court to consider these judicial admissions of fact in determining plaintiff's motion. In *Herskovitz v. Vespico*, 238 Pa. Super. 529, 362 A.2d 394 (1976), the

Superior Court stated that, "in considering admitted facts pursuant to Pa. R. C. P. 1029, the court may consider averments answered by general denials as admissions." *Herskovitz*, 238 Pa. Super. at 531, *citing Fayette Bank and Trust Co. v. Hradesky*, 37 Fayette L. J. 50 (1975).

4. Defendant's new matter fails to raise a genuine issue of material fact.

The main thrust of defendant's new matter was that there was a billing error regarding his account. This fails to raise a genuine issue of material fact in the first instance because it was already conclusively established that defendant did not send plaintiff a written dispute notice.

See Exhibit A, Unanswered Requests for Admission.

Second, this alleged defense by defendant is actually a debt elimination scam recognized by many courts as such. Defendant relies heavily on his own Exhibit A which was a letter he allegedly sent to plaintiff. Exhibit A to defendant's answer appears to be a "Billing Error Dispute" letter (hereinafter "Billing Error Dispute"). This letter is premised on plaintiff's alleged violation of the Fair Credit Billing Act ("FCBA"), 15 U.S.C. § 1666. Basically, defendant believes that plaintiff erred in calculating the exact amount he owes. Defendant's reliance on the FCBA is misplaced because, unsurprisingly perhaps, it does not provide that in event of a violation of its terms, such violation will constitute a complete defense to a lawsuit on the underlying credit card debt.

The plain language of the FCBA provides its own sanction (which is not a defense to plaintiff's present action). Section 1666(e) of the FCBA states exactly what shall be the remedy if the violation is plead and proven:

Effect of non-compliance with requirement by creditor: Any creditor who fails to comply with the requirements of this section or section 1666a of this title forfeits any right to collect from the obligor the amount indicated by the obligor under paragraph (2) of subsection (a) of this section, and any finance charges thereon, except that the

amount required to be forfeited under this subsection may not exceed \$50.

(Emphasis added). *See also American Express v. Koerner*, 452 U.S. 233, 101 S. Ct. 2281, 68 L. Ed. 2d 803 (1981). Thus, even if defendant was able to prove a violation of the FCBA, the amount he owes would only be reduced by \$50.00.

Furthermore, multiple courts around the country have seen similar Billing Error Dispute letters and found them to be part of a fraudulent debt elimination scam. The core premise of the scam is that plaintiff never truly lent defendant any of its own money, but that he actually already had that money which the credit card just then gave him access to. That is how the exact amount in the Billing Error Dispute letter magically matches the outstanding balance on the statements.

One of the better cases to make sense of this scam is *Eicken v. USAA F.S.B.*, 498 F. Supp. 2d 954 (S. D. Tex. 2007). In *Eicken*, the consumer wrote the bank a letter stating, *inter alia*:

‘[t]here appears to be a billing error which needs to be corrected.’ The letter requested four types of documents: all past billing statements, the original cardholder agreement, a report of all payments [the bank] had received on the account, and ‘the bank’s original bookkeeping journal entry representing a deposit of funds for advancement of money and/or credit for the above account.’

Eicken, 498 F. Supp. 2d at 959. The language quoted by the *Eicken* Court is strikingly similar to the language used by the defendant in the case at bar.

The *Eicken* Court went on to hold that Eicken’s letter failed to properly contain a billing error notice under the FCBA. *Id.*, at 965. Other Court around the country have held similar letters to be a scam as the *Eicken* Court did. *See also Langenfeld v. Chase Bank (USA)*, 537 F. Supp. 2d 1181 (N.D. Okla. 2008); *Alcorn and Allen v. Washington Mutual Bank, F.A.*, 111 S.W.3d 264 (Tex. App. 2003); *Rene v. Citibank, N.A.*, 32 F. Supp. 2d 539 (E.D.N.Y. 1999); *In re Stickland*, 179 B.R. 979 (Bankr. N.D. Ga. 1995); *Theil v. First Federal Savings and Loan Ass’n*

of Marion, 646 F. Supp. 592 (N.D. Ind. 1986); *Nixon v. Individual Head of St. Joseph Mortg. Co.*, 615 F. Supp. 898 (C.D. Ind. 1985).

At least one court within the Commonwealth has addressed the issue of the Billing Error Dispute as well. The Honorable Stanton Wettick of Allegheny County found that defendant's preliminary objections based on the Billing Error Dispute scam were "without merit" in *Citibank (South Dakota), N.A. v. Emrick*, C.C.P. Allegheny, Docket No. AR-04-3998, Order and Memorandum dated April 7, 2005, pg. 2 (2005), (Copy attached). Judge Wettick went on to state,

There is nothing within the Fair Credit Billing Act, which is attached as Attachment 1, that bars state courts from considering a claim that money is due on a credit card. The only remedy for noncompliance provided for by this Act is the forfeiture of a credit company's right to collect the first \$50.00 of the disputed amount, including finance charges.

Id. Thus, as clear, defendant's affirmative defense is clearly without any legal merit and in no way precludes the entry of summary judgment for plaintiff.

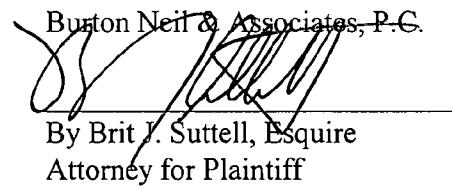
5. Plaintiff's affidavit further illustrates there is no genuine issue of material fact.

Plaintiff's affidavit is given by a records custodian who is qualified under Pennsylvania law. As such, the evidence given in the testimonial affidavit is admissible under Pa. R. E. 803(6); 42 Pa. C. S. A. § 6108(b) and *In re: Estate of Robert Indyk, Deceased*, 488 Pa. 567, 413 A.2d 371 (1978). Additionally, plaintiff's affidavit attaches, authenticates and incorporates numerous monthly billing statements for the account, showing the credits and debits to the account and how plaintiff kept an accurate accounting of the account. The affidavit also states that plaintiff provided defendant with periodic statements. The affidavit further states that defendant failed to make proper payments on the account and that defendant is currently in

default on the account. The affiant clearly states the outstanding balance that is due and owing on the account. Thus, there is no genuine issue of material fact that defendant had the account at issue, used the account and eventually failed to pay the outstanding balance. Therefore, summary judgment is proper.

D. Conclusion

Defendant's judicial admissions are binding and conclusive on him. They establish proof of plaintiff's account stated cause of action which proof if bolstered by plaintiff's testimonial affidavit. Since there is no genuine issue of material fact, summary judgment is proper and should be entered for plaintiff and against defendant in the sum of \$11,667.08, plus the costs of this action.


Burton Neil & Associates, P.C.
By Brit J. Suttell, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

acc A/H Sutell
013:27pm acc deft
4
W.H. SUTELL, JR.
Prothonotary Clerk of Courts

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

CITIBANK (SOUTH DAKOTA), N.A.)
VS.) NO. 2007-1602-CD
BRENT C. FUCHS)

O R D E R

NOW this 2nd day of August, 2013, the Court noting this is the day and time set for argument on the Plaintiff's Motion for Summary Judgment; with counsel for Plaintiff having appeared; the Defendant having failed to appear; the Court further noting the pro se Defendant's failure to file a written answer to the Motion for Summary Judgment as required by this Court's scheduling Order as stated on the record; upon presentation of Motion for Summary Judgment, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby granted.

The Court hereby finds in favor of the Plaintiff, Citibank (South Dakota), N.A., and against the Defendant, Brent C. Fuchs, in the amount of Eleven Thousand

Six Hundred Sixty-seven Dollars and Eight (\$11,667.08) Cents,
plus costs of the suit and interest at the legal rate.

BY THE COURT,



President Judge

FILED

AUG 06 2013

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8-6-13

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:

deft
271 Prospect St
Du Bois 15801

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

16

FILED

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William A. Shaw
Prothonotary/Clerk of Courts

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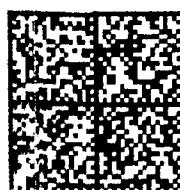
Brent C Fuchs
271 Prospect Street
DuBois PA 15801

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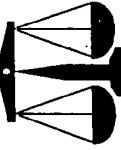
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OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS

CLEARFIELD COUNTY

JOHN SUGHRUE 271 Prospect St
SOLICITOR
D. BOST 1501



WILLIAM A. SHAW
PROTHONOTARY
AND
CLERK OF COURTS
JACKI KENDRICK
DEPUTY PROTHONOTARY

LYNN MILLER
ADMINISTRATIVE ASSISTANT

PO BOX 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 5013
FAX (814) 765-2641

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 2136. Thank you.

William A. Shaw, Prothonotary

DATE: 8-6-13

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:

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

AUG 06 2013

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Attest.

William L. Ober
Prothonotary/
Clerk of Courts

CIVIL DIVISION

CITIBANK (SOUTH DAKOTA), N.A.)

VS.

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) NO. 2007-1602-CD

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stated on the record; upon presentation of Motion for Summary
Judgment, it is the ORDER of this Court that the Motion for
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BY THE COURT,

/S/ Fredric J Ammerman

President Judge

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BY THE COURT,

/S/ Fredric J Ammerman

President Judge