

07-1800-CD
Comm Fin. Vs Raymond Shaffer

Date: 3/19/2008

Time: 09:03 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-01800-CD

Current Judge: Fredric Joseph Ammerman

Commonwealth Financial Systems, Inc., Unifund CCR Partners, Citibankvs.Raymond Shaffer

Civil Other-COUNT

Date	Judge
11/5/2007	No Judge
11/5/2007	No Judge
12/10/2007	No Judge
12/20/2007	No Judge
2/7/2008	No Judge
2/8/2008	Fredric Joseph Ammerman
2/11/2008	Fredric Joseph Ammerman

New Case Filed.
 Filing: Civil Complaint Paid by: Bennett, Charles F. (attorney for Commonwealth Financial Systems, Inc.) Receipt number: 1921351 Dated: 11/05/2007 Amount: \$85.00 (Check) 1CC Shff.
 Sheriff Return, December 7, 2007 Returned the within Complaint "NOT SERVED, TIME EXPIRED" as to Raymond Shaffer. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Apple \$19.00
 Filing: Reinstate Complaint Paid by: Bennett, Charles F. (attorney for Commonwealth Financial Systems, Inc.) Receipt number: 1921925 Dated: 12/20/2007 Amount: \$7.00 (Check) Filed by s/ Charles F. Bennett, Esquire
 Preliminary Objections, filed by s/ David P. King, Esquire. 2CC Atty. King
 Certificate of Service, filed. That on February 7, 2008, we did serve Plaintiff's Counsel, Charles F. Bennett Esq., a certified copy of the Preliminary Objections filed on behalf of Defendant by first class mail, filed by s/ David P. King Esq. No CC.
 Order For Argument, NOW, this 11th day of Feb., 2008, Argument on Defendant's Preliminary Objections shall be held on the 28th day of March, 2008, at 11:00 a.m. in Courtroom 3. By the court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. King

3-28-08 Order of Court, dated March 28, 2008

FORPEERSON:

VERDICT:

JURY OUT: _____ JURY IN: _____ JUDGE'S ADDRESS TO JURY: _____

ADDRESS TO JURY: _____ ADDRESSES TO JURY: _____

DEF. ATTY: William A. Shaw Jr. Esq. DIST. ATTY: Deanie Bell Esq. District Attorney

1. _____
2. _____
3. _____
4. _____
5. _____

DEFENSE WITNESSES: COMMONWEALTH WITNESSES:

1. Jeanne McCracken
2. Gregory Norris
3. Geraldine Scott
4. Jeanne Kenawell
5. Nancy Geist
6. Kathy Yutzy
7. Frederick Antes
8. Tracey Rowles
9. John Hryni
10. James Flanagan
11. Donald Foster
12. Kolene Parkes
- ALT #2 Action Dots

1. ALT #1 Terry Krach
2. John Anthony Johnson
3. VS

Chargess: Charges

MEMBERS OF THE JURY

Date Trial Ended: _____

Date of Trial: March 19, 2008

Court Reporter: _____

Raimon Anthony Johnson

Commonwealth of Pennsylvania

2008

Date of Jury Selection: February 28, Presiding Judge: Paul E. Cherry, Judge

CASE NO. CP-17-CR-1077-2007

COURT OF COMMON PLEAS, CLEARFIELD COUNTY
PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO. 07-1800-CJ
IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

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

FILED *Atty pd. 85.00*
11/3/07 *NOV 05 2007*
ICC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Dec 20 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw *6K*
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO.
IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

NOTICE TO DEFEND

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

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

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

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

COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance Citibank (South Dakota) NA sold, assigned and transferred to Unifund Partners LLC all of its right, title and interest in, and to the agreement between it and Defendant. Assignor had the right to assign the agreement. A copy of the assignment is attached hereto as Exhibit "A". Thereafter Unifund Partners assigned the account to Plaintiff. A true and correct copy of the assignment is attached hereto as Exhibit "B".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.

COUNT ONE

4. Defendant is an individual whose address is 619 Maplewood Road, Du Bois, Clearfield County, Pennsylvania 15801.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card account #5424180131573468 by Citibank at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.

6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$4,591.30, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "D" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 18.90% per annum on the balance due from July 13, 2006.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count One of the Complaint in the amount of \$4,591.30, with appropriate additional interest from July 13, 2006, plus attorneys' fees and costs.

COUNT TWO

13. Plaintiff incorporates herein as if restated verbatim paragraphs 1 through 12.
14. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card account #5491130313100695 by Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
15. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
16. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
17. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
18. Plaintiff avers that the balance due amounts to \$5,872.53, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "E" and made a part hereof.
19. Plaintiff avers that the interest has accrued at the rate of 26.74% per annum on the balance due from July 13, 2006.
20. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys'

fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.

21. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count Two of the Complaint in the amount of \$5,872.53, with appropriate additional interest from July 13, 2006, plus attorneys' fees and costs.

WHEREFORE, Plaintiff demands Judgment against Defendant in all Counts of the Complaint in the amount of \$10,463.83, with appropriate additional interest from July 13, 2006, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of January 30, 2002, between Citibank (South Dakota), N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Partners, LLC, located at 11802 Conrey Rd., Suite 200, Cincinnati, OH 45249 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated January 30, 2002, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest.

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

Citibank (South Dakota), N.A.

By: _____

(Signature)

Name: DOUGLAS C. MORRISON, VP
CitiCards
Chief Fin. Officer/6 & Finance
0000391679
Sioux Falls, SD
(605) 331-2855

Unifund Partners, LLC

By: _____

(Signature)

Name: David Rosenberg
Title: President



Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of June 28, 2006 (the "Agreement"), does hereby sell, assign, and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on June 28, 2006.

UNIFUND CCR PARTNERS

By Joel Rosenthal
Joel Rosenthal
Director, Sales and Marketing

For Unifund Use ONLY

Client #	PID	CID #

13

EXHIBIT B

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

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

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

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

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

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

Special Rule for Credit Card Purchases.

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

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

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

CITIBANK CARD AGREEMENT

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

To simplify the rest of this Agreement for you, the following definitions will apply. The words "you", "your", and "yours" mean the person responsible for the Agreement, to whom we direct the billing statement. The word "card" means one or more cards which we have issued with your account number. The words "we", "us", and "our" mean Citibank (South Dakota) N.A. The words "Citibank checks" mean one or more checks that we may provide to either your Citibank card account. This Agreement is binding on you unless you cancel your account within 10 days after receiving the card and you have not used or authorized use of your account.

Credit Lines:

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

Using Your Account:

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

Additional Cards:

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

Membership Fee:

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

Billing:

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

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Rev. 9/96 Pr. 7/97

G/P

EXHIBIT C

How We Determine the Balance:

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

Annual Percentage Rate for Purchases and Cash Advances:

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

Variable Annual Percentage Rate for Purchases and Cash Advances:

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

Any increase or decrease in the variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. Each time the variable annual percentage rate changes, we will apply it to any existing purchase and cash advance balances, subject to any introductory or promotional rate offer that may apply. The annual percentage rate in effect and any subsequent changes to it will appear on this billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment. If you fail to meet the requirements of this or any other Citibank Card Agreement, we may immediately increase the variable ANNUAL PERCENTAGE RATE (including any introductory rate or promotional rate) on any existing purchase and cash advance balances to a higher rate of 12.9% plus the Prime Rate as determined above. This higher rate will not be lower than 19.8%. Your account may be eligible for the lower variable annual percentage rate on new purchases and cash advances after you have met the terms of this and any other Citibank Card Agreement for six months.

Introductory and Promotional Rate Offers:

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

Finance Charges on Purchases:

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

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

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

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

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

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

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

Finance Charges on Cash Advances:

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

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

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

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

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

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

Cash Advance Transaction Fees:

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

Minimum Finance Charge:

We assess a minimum FINANCE CHARGE of \$5.00 if your finance charge

Interest
Rate

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

Credit Balance:

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

Security Interest for Secured Accounts:

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

Charges Made in Foreign Currencies:

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

FOR MASTERCARD® ACCOUNTS: If a charge is incurred in a foreign currency, MasterCard International, Inc. will convert the charge into a U.S. dollar amount using its most recently published conversion procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

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

- The New Balance on the billing statement if it is less than \$50; or
- \$50, if the New Balance is at least \$50 and not greater than \$2,400; or
- If the New Balance exceeds \$2,400, 1/48 of the New Balance (rounded down to the nearest dollar).

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

Payments:

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

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

Over-the-Credit Line Fee:

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

Late Fee:

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

Returned Payment Fee:

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

Clitbank Checks:

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

Returned Clitbank Check Fee:

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

Stop Payment Fee:

We will add a \$20 fee to the cash advance balance when payment of a Clitbank check is stopped at your request. You may stop payment on a Clitbank check by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

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

Lost or Stolen Cards, Account Numbers or Clitbank Checks:

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

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

Default:

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

Collection Costs:

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

Customer Privacy:

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

Telephone Monitoring:

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

Information Reporting:

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

Correcting Your Credit Report:

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

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

Closing Your Account:

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

Refusal of the Card:

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

Changing this Agreement:

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

Delay in Enforcement:

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

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.

For Further Information:

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

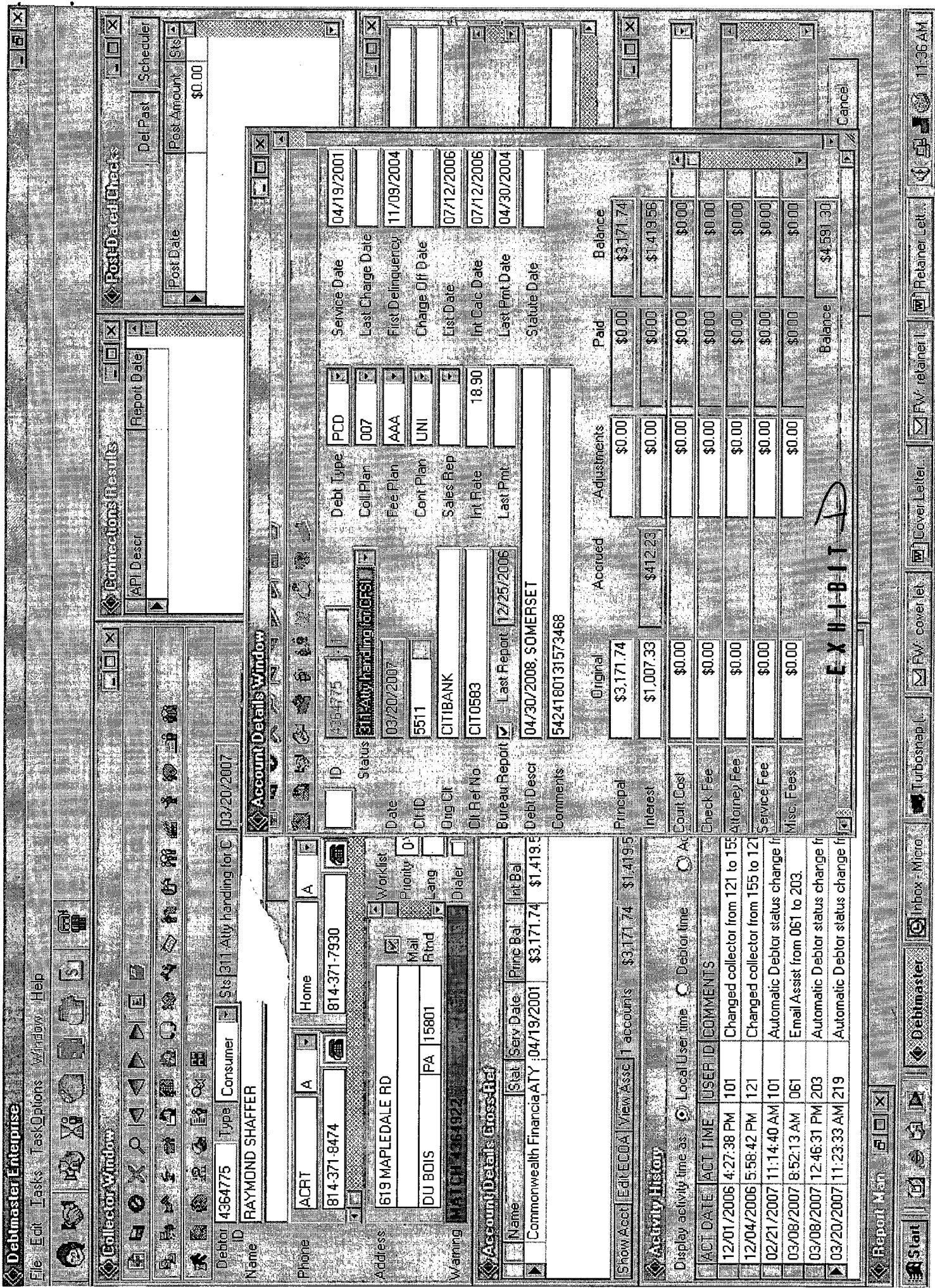
Thomas W. Jones

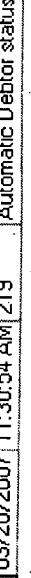
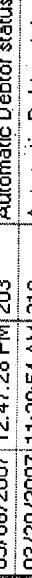
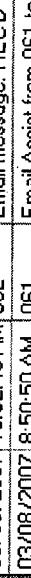
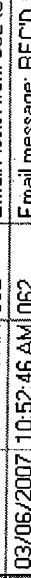
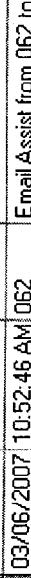
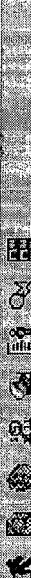
Thomas W. Jones Citibank (South Dakota), N.A.
President & CEO P.O. Box 5600
Sioux Falls, SD 57117

1996 Citibank (South Dakota), N.A.

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

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





DebtMaster Window

Post-Dated Checks

Post Date: Post Amount: \$0.00

AP Descr: Report Date:

Schedule: Post Date: Post Amount:

Transactions History

Report Date:

Debt ID: Status: Pending Checks:

ID: 43649 Debit Type: PCD Service Date: 08/08/2001

Date: 03/20/2007 Del Plan: 007 Last Charge Date:

Priority: 0 Fee Plan: AAA First Delinquency: 11/03/2004

CLID: Cont Plan: UNI Charge Off Date:

Lang: Sales Rep: List Date: 07/12/2006

Org Clt: Date: Int Rate: 26.74 Int Calc Date: 07/12/2006

Ref No: CIT0566 Last Pmt: Last Pmt Date: 04/05/2004

Bureau Report: Last Report: 12/25/2006 Statute Date:

Comments: 5491130313100695

Debt Details Window

ID: Status: Pending Checks:

Debt ID: Debit Type: PCD Service Date: 08/08/2001

Date: 03/20/2007 Del Plan: 007 Last Charge Date:

Priority: 0 Fee Plan: AAA First Delinquency: 11/03/2004

CLID: Cont Plan: UNI Charge Off Date:

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Org Clt: Date: Int Rate: 26.74 Int Calc Date: 07/12/2006

Ref No: CIT0566 Last Pmt: Last Pmt Date: 04/05/2004

Bureau Report: Last Report: 12/25/2006 Statute Date:

Comments: 5491130313100695

Debt Details Window

Original: Accrued: Adjustments: Paid: Balance:

Principal: \$3,552.48 \$0.00 \$3,552.48

Interest: \$1,666.81 \$0.00 \$0.00 \$2,320.05

Court Cost: \$0.00 \$0.00 \$0.00 \$0.00

Chkd Fee: \$0.00 \$0.00 \$0.00 \$0.00

Comments:

Activity History

Display activity in: Local User time Debtor time Account time

ACT DATE ACT TIME USER ID COMMENTS

02/20/2007 8:55:57 AM 101 Letter AA3 sent for Account 4364

03/06/2007 10:52:46 AM 062 Email Assist from 062 to 121.

03/06/2007 10:52:46 AM 062 Email message: RECD SIGNED

03/08/2007 8:50:50 AM 061 Email Assist from 061 to 203.

03/08/2007 12:47:28 PM 203 Automatic Debtor status change

03/20/2007 11:30:54 AM 219 Automatic Debtor status change

EXHIBIT E

Balance: \$5,872.53

Cance:

Report Date: Report Type: Retained Let:

Start: End: Cover Letter: FW Cover Letter:

11:51 AM

AFFIDAVIT

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

8-6-07
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 107536

CFSI File No. 4364775 4364922

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103401**

COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee

Case # 07-1800-CD

vs.

RAYMOND SHAFFER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 10, 2007 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO
RAYMOND SHAFFER, DEFENDANT. NO ATTEMPTS

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	17097	10.00
SHERIFF HAWKINS	APPLE	17097	9.00

FILED
0/8:30 AM
DEC 10 2007
(cm)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

____ Day of _____ 2007

So Answers,

*Chester A. Hawkins
by Marilyn H. Hause*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO. 07-1800-C
IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

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

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

NOV 05 2007

Attest.

William L. Shaffer
Prothonotary/
Clerk of Courts

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

COMMONWEALTH FINANCIAL SYSTEMS, INC., **NO.**
assignee of UNIFUND CCR PARTNERS, **IN CIVIL ACTION**
assignee of CITIBANK,

Plaintiff(s),

-VS-

RAYMOND SHAFFER,

Defendant(s):

NOTICE TO DEFEND

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

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

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

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

COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance Citibank (South Dakota) NA sold, assigned and transferred to Unifund Partners LLC all of its right, title and interest in, and to the agreement between it and Defendant. Assignor had the right to assign the agreement. A copy of the assignment is attached hereto as Exhibit "A". Thereafter Unifund Partners assigned the account to Plaintiff. A true and correct copy of the assignment is attached hereto as Exhibit "B".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.

COUNT ONE

4. Defendant is an individual whose address is 619 Maplewood Road, Du Bois, Clearfield County, Pennsylvania 15801.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card account #5424180131573468 by Citibank at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.

6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$4,591.30, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "D" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 18.90% per annum on the balance due from July 13, 2006.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count One of the Complaint in the amount of \$4,591.30, with appropriate additional interest from July 13, 2006, plus attorneys' fees and costs.

COUNT TWO

13. Plaintiff incorporates herein as if restated verbatim paragraphs 1 through 12.
14. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card account #5491130313100695 by Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
15. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
16. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
17. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
18. Plaintiff avers that the balance due amounts to \$5,872.53, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "E" and made a part hereof.
19. Plaintiff avers that the interest has accrued at the rate of 26.74% per annum on the balance due from July 13, 2006.
20. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys'

fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.

21. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count Two of the Complaint in the amount of \$5,872.53, with appropriate additional interest from July 13, 2006, plus attorneys' fees and costs.

WHEREFORE, Plaintiff demands Judgment against Defendant in all Counts of the Complaint in the amount of \$10,463.83, with appropriate additional interest from July 13, 2006, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 

Attorneys for Plaintiff(s)

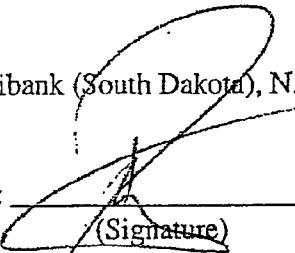
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of January 30, 2002, between Citibank (South Dakota), N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Partners, LLC, located at 11802 Conrey Rd., Suite 200, Cincinnati, OH 45249 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated January 30, 2002, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest.

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

Citibank (South Dakota), N.A.

By: 

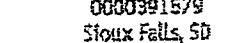
(Signature)

DOUGLAS C. MORRISON, VP

Citibank

Chief Risk Officer/6 & Finance

0000391579

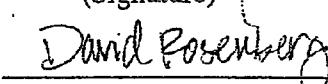
Title: 

Sioux Falls, SD
(605) 331-2855

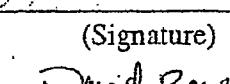
Unifund Partners, LLC

By: 

(Signature)

Name: 

David Rosenberg

Title: 

President

unifund

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of June 28, 2006 (the "Agreement"), does hereby sell, assign, and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on June 28, 2006.

UNIFUND CCR PARTNERS

By Joel Rosenthal
Joel Rosenthal
Director, Sales and Marketing

For Unifund Use ONLY

Client #	PID	CID #

13

EXHIBIT B

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

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

Your Rights and Our Responsibilities After We Receive Your Written Notice.
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to charge you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 25 days telling us that you still refuse to pay, we must report that you are disputing your balance. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone to whom we report that the matter has been settled between us when it is finally settled.

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

Special Rule for Credit Card Purchases.

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

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

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

CITIBANK CARD AGREEMENT

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

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

Credit Lines:

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

Using Your Account:

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

Additional Cards:

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

Membership Fee:

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

Billing:

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

© 1995 Citibank (South Dakota), N.A. Member FDIC

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Rev. 9/95 Pr. 7/97

G/P

8

EXHIBIT C

How We Determine the Balance:

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

Annual Percentage Rate for Purchases and Cash Advances:

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

Variable Annual Percentage Rate for Purchases and Cash Advances:

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

Any increase or decrease in the variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. Each time the variable annual percentage rate changes, we will apply it to any existing purchase and cash advance balances, subject to any introductory or promotional rate offer that may apply. The annual percentage rate in effect and any subsequent changes to it will appear on this billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment. If you fail to meet the requirements of this or any other Cobbank Card Agreement, we may immediately increase the variable ANNUAL PERCENTAGE RATE (including any introductory rate or promotional rate) on any existing purchase and cash advance balances to a higher rate of 12.8% plus the Prime Rate as determined above. This higher rate will not be lower than 19.8%. Your account may be eligible for the lower variable annual percentage rate on new purchases and cash advances after you have met the terms of this and any other Cobbank Card Agreement for six months.

Introductory and Promotional Rate Offers:

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

Finance Charges on Purchases:

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

interest
rate

New Balance listed on the 2nd billing statement in full by the payment due date as follows:

- We start with the Previous Balance on purchases at the beginning of billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.
- On each day of the billing period we subtract payments, add new purchases and fees, and make adjustments. This determines a daily balance. Unless elect to use a later date, we add a new purchase to the balance as of the date of the purchase.
- We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement), and then divide the amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.
- We multiply the balance subject to finance charge by the applicable daily periodic rate. The resulting amount is your FINANCE CHARGE on purchases.
- If the purchase balance is subject to more than one rate (for example, because of purchases made during a promotional or introductory rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

Finance Charges on Cash Advances:

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

- We start with the Previous Balance on cash advances at the beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.
- On each day of the billing period we subtract payments, add new cash advances and fees, and make adjustments. This determines a daily balance. Unless elect to use a later date, we add cash advances to the balance as of the day they are taken.
- We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.
- We multiply the balance subject to finance charge by the applicable daily periodic rate and then multiply the resulting amount by the number of days in the billing period. This resulting amount is your FINANCE CHARGE on cash advances.
- If the cash advance balance is subject to more than one rate (for example, because of cash advances made during a promotional or introductory rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

Cash Advance Transaction Fees:

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

Minimum Finance Charge:

We assess a minimum FINANCE CHARGE of \$5.00 if your finance charge

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

Credit Balance:

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

Security Interest for Secured Accounts:

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

Charges Made in Foreign Currencies:

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

FOR MASTERCARD® ACCOUNTS: If a charge is incurred in a foreign currency, MasterCard International, Inc. will convert the charge into a U.S. dollar amount using its most recently published conversion procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either [1] a wholesale market rate or [2] a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

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

- The New Balance on the billing statement if it is less than \$50; or
- \$50, if the New Balance is at least \$50 and not greater than \$2,400; or
- If the New Balance exceeds \$2,400, 1/48 of the New Balance (rounded down to the nearest dollar).

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

Payments:

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

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

Over-the-Credit Line Fee:

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

Late Fee:

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

Returned Payment Fee:

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

Citibank Checks:

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

Returned Citibank Check Fee:

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

Stop Payment Fee:

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

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

Lost or Stolen Cards, Account Numbers or Citibank Checks:

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

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

Defaults:

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

Collection Costs:

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

Customer Privacy:

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

Telephone Monitoring:

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

Information Reporting:

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

Correcting Your Credit Report:

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

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

Closing Your Account:

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

Refusal of the Cards:

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

Changing this Agreement:

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

Delay in Enforcement:

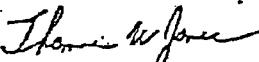
We may need time to look into certain matters and can delay enforcing our rights under this Agreement without losing them.

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.

For Further Information:

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



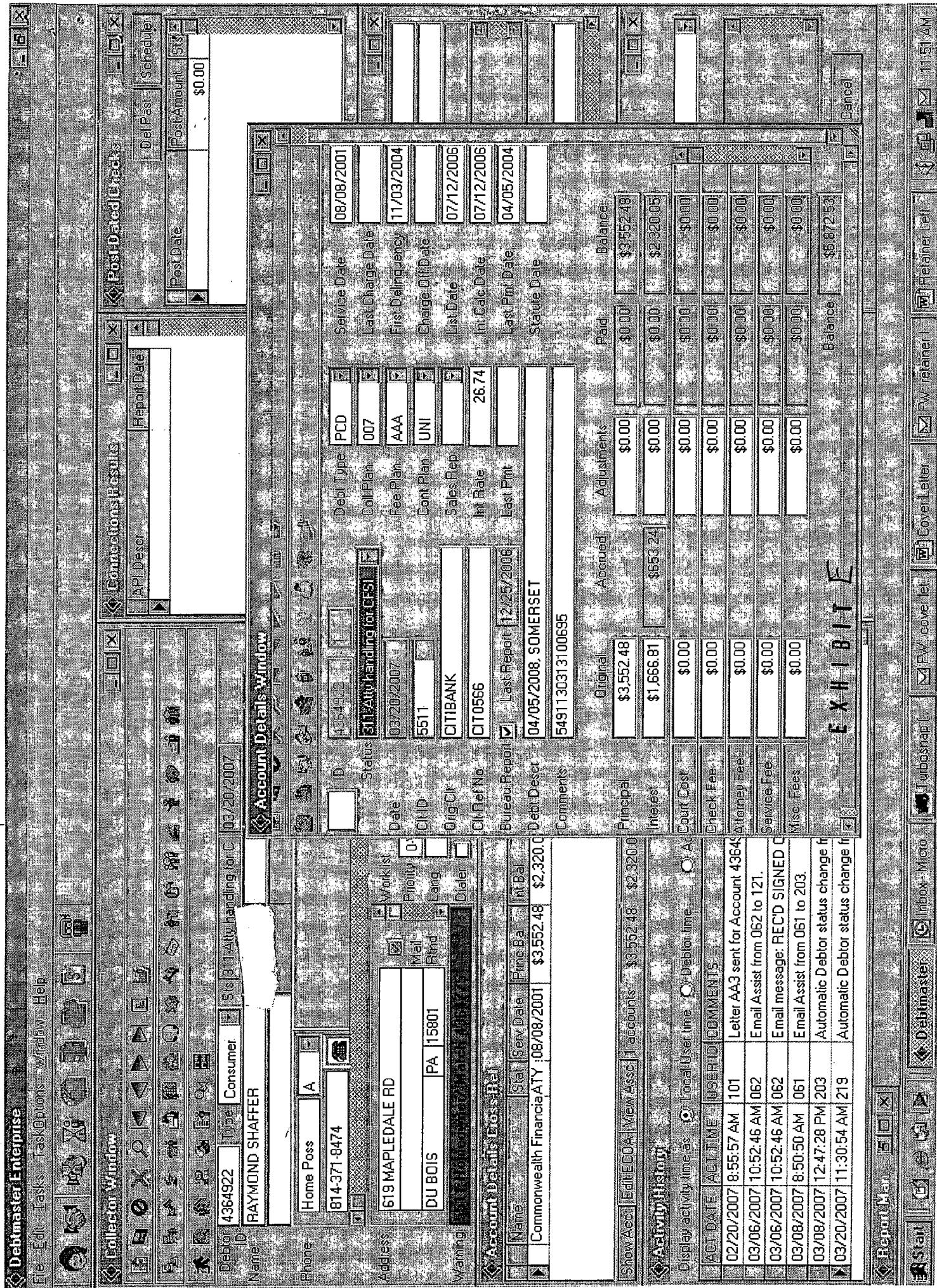
Thomas W. Jones
President & CEO
Citibank (South Dakota), N.A.
P.O. Box 5000
Sioux Falls, SD 57117

1996 Citibank (South Dakota), N.A.

What To Do If There's An Error In Your Bill.

Your Billing Rights. Keep This Notice For Future Use.

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



AFFIDAVIT

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

8-6-07
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 107536

CFSI File No. 4364775 &
4364922

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO.2007-01800-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

PRAECLYPE TO REINSTATE
COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone: 412-682-1466
Fax: 412-682-3138

FILED Atty pd. 7:00
M 11/05/07 Compl. Reinstated
DEC 20 2007 to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO.2007-01800-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: Dec. 17, 2007

By: 

Attorneys for Plaintiff(s)

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

COMMONWEALTH FINANCIAL :
SYSTEMS, INC., assignee of :
UNIFUND CCR PARTNERS, :
assignee of CITIBANK, :
Plaintiff :
vs. : NO. 07-1800-C.D.
RAYMOND SHAFFER, :
Defendant :
:

CERTIFICATE OF SERVICE

The undersigned, David P. King, Esquire, Attorney for the Defendant in the above matter hereby does swear and affirm that on February 7, 2008, we did serve Plaintiff's Counsel in this matter, a certified copy of the Preliminary Objections filed on behalf of the Defendant. Service was made by mailing a certified copy of such Preliminary Objections by first class mail, postage paid, to the following Counsel for Plaintiff:

Charles F. Bennett, Esquire
Apple and Apple, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213


David P. King
Attorney for Defendant

Sworn to and subscribed before me
this 7th day of February, 2008.

Margaret J. Thompson

NOTARIAL SEAL
Margaret J. Thompson, Notary Public
City of Dubois, Clearfield County
My commission expires October 31, 2010

FILED NO
2/10/2008
FEB 08 2008
WPA

William A. Shaw
Prothonotary/Clerk of Courts

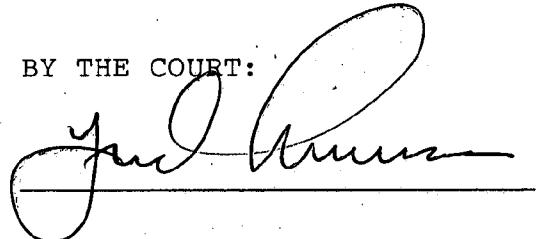
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH FINANCIAL :
SYSTEMS, INC., assignee of :
UNIFUND CCR PARTNERS, assignee :
OF CITIBANK, :
Plaintiff :
vs. : NO. 07-1800-C.D.
RAYMOND SHAFFER, :
Defendant :
:

ORDER FOR ARGUMENT

AND NOW, this 11 day of Feb, 2008, with
Preliminary Objections in this matter having been filed on
February 7, 2008, and with no amended Complaint appearing
thereafter, it is hereby ORDERED that Argument on Defendant's
Preliminary Objections shall be held on the 28th day of
March, 2008, at 11:00 o'clock A.M., in Courtroom
No. 3, of the Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FILED ^{2cc}
03/03/2008 *Ang King*
FEB 11 2008
GR

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/11/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

FEB 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS,
assignee of CITIBANK,
Plaintiff

NO. 07-1800-C.D.

Type of Case: Civil

Type of Pleading: Preliminary
Objections

vs.

RAYMOND SHAFFER,
Defendant

Filed on behalf of: Defendant

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED
01/12/2008 2cc
FEB 07 2008 Atty King

William A. Shaw
Prothonotary/Clerk of Courts

6K

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

COMMONWEALTH FINANCIAL :
SYSTEMS, INC., assignee of :
UNIFUND CCR PARTNERS, assignee :
of CITIBANK, :
Plaintiff :
vs. : NO. 07-1800-C.D.
RAYMOND SHAFFER, :
Defendant :
:

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, RAYMOND SHAFFER, through his Attorney, David P. King, and files the following Preliminary Objections which appear hereafter, to Plaintiff's "COUNT ONE" and "COUNT TWO", and in support thereof states as follows:

1. The Plaintiff's COUNT ONE and COUNT TWO are based in whole or in part on a Bill of Sale, Assignment and Assumption Agreement from CITIBANK to UNIFUND PARTNERS, LLC, and a Bill of Sale from UNIFUND CCR PARTNERS to the Plaintiff.

2. In the Bill of Sale, Assignment and Assumption Agreement from CITIBANK to UNIFUND PARTNERS, LLC, a general reference is made to certain accounts described in "... Section 1.2 of the Agreement ..." which presumptively identifies which accounts were sold.

3. Notwithstanding, that Agreement is not attached, or at least the pertinent part, to the Plaintiff's Complaint.

4. Further, in the Bill of Sale from UNIFUND CCR PARTNERS

to the Plaintiff (Exhibit "B"), presumptively various accounts are sold to the Plaintiff as listed in "...the Account Schedule attached as Appendix A to the Agreement...".

5. Nevertheless, such Bill of Sale does not identify the account of the Defendant again, which presumptively was owed to CITIBANK. No copy of such Schedule or Agreement is attached to the pleadings.

6. The Rules of Procedure clearly require that if the cause of action is based in whole or in part on a written agreement or document, the same must be attached to the Complaint.

7. Further, the Bill of Sale, Assignment and Assumption Agreement from CITIBANK was to UNIFUND PARTNERS, LLC.

8. The Bill of Sale into the Plaintiff was from UNIFUND CCR PARTNERS.

PRELIMINARY OBJECTION I

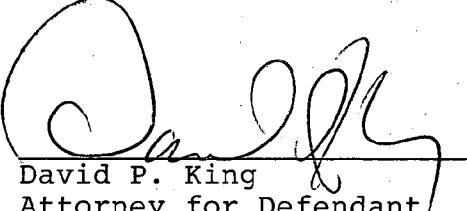
For failure to attach to the Complaint the appropriate contract or other document, the Plaintiff's Complaint lacks conformity to Law and Rules.

WHEREFORE, Defendant prays your Honorable Court to strike Plaintiff's Complaint accordingly.

PRELIMINARY OBJECTION II

By the pleadings, the Plaintiff lacks standing and otherwise legal capacity to sue in this matter.

WHEREFORE, Defendant respectfully demurs to the
Complaint, and asks that the Court strike or dismiss the same
as may be appropriate.



David P. King
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
CD

NO.2007-01800-

assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

FILED

MAR 28 2008

o/4:oo
William A. Shaw
Prothonotary/Clerk of Courts

2 CERT to Atty
King
CK

ORDER OF COURT

AND NOW, to-wit; this 28 day of *March, 2008*, after review and consideration, Defendant's Preliminary Objections are *Sustained*, and Plaintiff's Complaint is stricken for lack of conformity to law or rules of court.

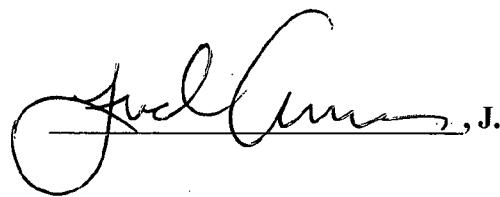
It is therefore ORDERED, ADJUDGED, and DECREED that within 60 days of this date Plaintiff shall file an Amended Complaint in conformity to Pa. R.C.P. No. 1019(a) and Pa. R.C.P. No. 1019(i), or Plaintiff shall discontinue the instant action against the Defendant.

CONSENTED TO:

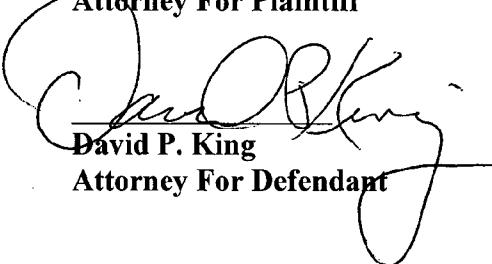
BY THE COURT:



Charles F. Bennett
Attorney For Plaintiff



David P. King
Attorney For Defendant



FILED
MAR 28 2009
William A Shaw
Prothonotary/Clerk of Courts

DATE: 3-28-09
You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
Plaintiff(s) Defendant(s) Attorney(s) Attorney
Defendant(s) Plaintiff(s) Attorney Other
Special Introducer
Special Introducer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103556
NO: 07-1800-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee
vs.
DEFENDANT: RAYMOND SHAFFER

SHERIFF RETURN

NOW, January 11, 2008 AT 9:19 AM SERVED THE WITHIN COMPLAINT ON RAYMOND SHAFFER DEFENDANT AT 619 MAPLEDALE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RAYMOND SHAFFER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
	NO COSTS		

FILED
93.00 LM
APR 28 2008
LHM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Maelyn Hanner
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO.2007-01800-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

FILED <sup>2cc + 2 cent
m/11:30 am of disc issued</sup>
AUG 15 2008 to Atty
William A. Shaw
Prothonotary/Clerk of Courts ^{copy to c/A}
Bennett

PRAECEIPE TO DISCONTINUE
WITHOUT PREJUDICE

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
OF THIS PARTY:

Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone: 412-682-1466
Fax: 412-628-3138

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO.2007-01800-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

RAYMOND SHAFFER,

Defendant(s).

PRAECIPE TO DISCONTINUE
WITHOUT PREJUDICE

TO THE PROTHONOTARY

SIR:

Kindly discontinue without prejudice the above-captioned matter upon the records
of the Court.

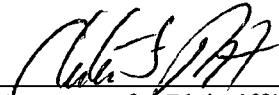
SWORN TO AND SUBSCRIBED

APPLE AND APPLE, P.C.

BEFORE ME THIS _____ DAY OF

_____, 20_____

By:


Attorneys for Plaintiff(s)

NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Commonwealth Financial Systems, Inc.
Unifund CCR Partners
Citibank

Vs.
Raymond Shaffer

No. 2007-01800-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 15, 2008, marked:

Discontinued without prejudice

Record costs in the sum of \$92.00 have been paid in full by Charles F. Bennett Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of August A.D. 2008.


William A. Shaw, Prothonotary