

07-1852-CD
Comm Fin. Vs Jo A. Shugarts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

NO. 07-1852-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

JO A. SHUGARTS,

Defendant(s).

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

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PA I.D. No. 30541
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FILED
m/11/12/07
NOV 13 2007
cc Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

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

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Plaintiff(s),

-vs-

JO A. SHUGARTS,

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

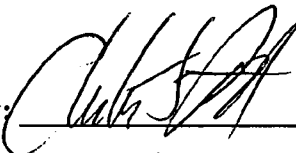
COMPLAINT

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". True and correct copies of assignments of Defendants' credit card account with Citibank are attached hereto as Exhibit "A" and "B".
2. Defendant is an individual whose address is 227 Nelson Road, Clearfield, Clearfield County, Pennsylvania 16830.
3. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by Citibank at the terms and conditions agreed upon by the parties.
4. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card or loan to make purchases and/or cash advances. A true and correct copy of the parties agreement is attached hereto as Exhibit "C"
5. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
6. 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.
7. Plaintiff avers that the balance due amounts to \$13,934.95, 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.

8. Plaintiff avers that the interest has accrued at the rate of 31.49% per annum on the balance due from May 13, 2006.
9. 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.
10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$13,934.95, with appropriate additional interest from May 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 February 28, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund CCR Partners, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated February 28, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

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

Citibank (South Dakota),
National Association

By: _____

(Signature)
DOUGLAS L. MORRISON, VP

Name: Chief Fin. Officer/O & T Finance

0000391579

Sioux Falls, SD

Title: (605) 331-2858

Unifund CCR Partners

By: _____

(Signature)

Name: _____

David G. Rosenberg

Title: _____

General Partner

EXHIBIT A

unifund

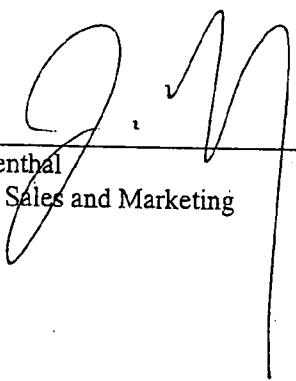
Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of May 11, 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 May 11, 2006.

UNIFUND CCR PARTNERS

By 
Joel Rosenthal
Director, Sales and Marketing

For Unifund Use ONLY

Client #	PID	CID #

17

EXHIBIT

B

Notify Us in Case of Errors or Questions About Your Bill

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

In your letter, give us the following information:

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

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

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

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

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

Special Rule for Credit Card Purchases

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

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

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

CITIBANK

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3358128 / 8049490
Rev. 9/95 Pt. 7/97

G/P

CITIBANK CARD AGREEMENT

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

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

Credit Line

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

Using Your Account

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

Additional Cards

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

Membership Fee

The binder 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 address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

EXHIBIT C

How We Determine the Balance:

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

Annual Percentage Rate for Purchases and Cash Advances:

Your ANNUAL PERCENTAGE RATE and the corresponding monthly and carry periodic rates appear on the label containing the card. The monthly periodic rate is the applicable annual percentage rate divided by 12. The carry 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 first Tuesday of March, June, September, and December of each year. If the first 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 it publishes the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion.

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

If you fail to meet the requirements of this or any other Citibank Card Agreement, we may immediately increase the variable ANNUAL PERCENTAGE RATE (including any introductory rate or promotional rate) on any existing purchase and cash advance balances to a higher rate of 12.5% plus the Prime Rate as determined above. This higher rate will not be lower than 19.8%. Your account may be eligible for the lower variable annual percentage rate on new purchases and cash advances when 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 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 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 resulting finance charge in the same manner as described above.

Finance Charges on Cash Advances:

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

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

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

• We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide 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 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, 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 bill 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 \$3.00 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 the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

Security Interest for Secured Accounts:

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

Charges Made in Foreign Currencies:

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

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

Minimum Amount Due:

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

- The New Balance on the billing statement if it is less than \$50; or
- \$50, if the New Balance is at least \$50 and not greater than \$2,400; or
- If the New Balance exceeds \$2,400, 1% 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 allowed, we will continue to assess finance charges.

Payments:

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

without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You must pay us in U.S. dollars drawn on funds on deposit in the United States. However, we reserve the right to accept payments made in foreign currency. If we do, we will charge a currency conversion fee based upon the conversion rate in effect 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 5500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

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

Lost or Stolen Cards, Account Numbers or 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 obtained by calling toll-free or local Directory Assistance. We may require you

to provide certain information in writing to help us find out what happened. Don't use the card or the Citibank checks until 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 notify us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default

You are in default if you fail to pay the minimum payment listed on each billing statement on time, file for bankruptcy, or cease your credit line without our permission, or default on any other Citibank Card Agreement. If you are in default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a savings account or certificate of deposit, we may use the deposit amount to pay any amount you owe us. But of course, you don't want 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 are to collect and you win, we will pay your reasonable legal fees and court costs.

Customer Privacy

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

Telephone Monitoring

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

Information Reporting

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

Correcting Your Credit Report

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

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

Closing Your Account

You may close your account at any time by notifying us in writing. But you remain responsible to pay the balance according to the terms of the Agreement. We may close your account or suspend your account, put off Citibank checks at any time without prior notice. We may also issue different card, account number, or different checks at any time. You or 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 your account, or if a third party refuses to accept or honor the card, if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual suspicious activity on your account, we may temporarily suspend your privileges until we can verify the activity. We may approve purchases or advances which cause the balance to exceed your credit line without 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 limit 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 21 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 change shall be deemed acceptance of the new terms, even if the 21 days have not expired.

Delay in Enforcement

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

Applicable Law

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

For Further Information

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


Thomas W. Jones
President & CEO

Citibank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

1996 Citibank (South Dakota), N.A.

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

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

Collector Window

Debtor ID 13982882

Name Warning

SSN DOB

JO A SHUGARTS

Debtor Time		11:20:41 AM	
Phone	1600	814-768	
Total 2	GIF		
Address	227 NELSON RD		
	CLEARFIELD	PA	16830
	Mail Rind <input checked="" type="checkbox"/>		
	<input type="checkbox"/>		
	Worksheet	Priority	Contact
	17	04	05
Name		Stat	Serv Date
Commonwealth Financial		ATY	04/11/2000
Princ Bal		Int Bal	
\$7,828.73		\$6,106.22	

Original	Accrued	Adjustments	Paid	Balance
\$7,828.73		\$0.00	\$0.00	\$7,828.73
\$3,701.74	\$2,404.40	\$0.00	\$0.00	\$6,106.22
\$0.00		\$0.00	\$0.00	\$0.00
\$0.00		\$0.00	\$0.00	\$0.00
\$0.00		\$0.00	\$0.00	\$0.00
\$0.00		\$0.00	\$0.00	\$0.00
\$0.00		\$0.00	\$0.00	\$0.00

Principal

Interest

Court Cost

Check Fee

Attorney Fee

Service Fee

Misc. Fees

\$7,828.73

\$3,701.74

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$2,404.40

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

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\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$7,828.73

\$6,106.22

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

EXHIBIT D

Balance \$13,934.95

EXHIBIT A

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.

6-19-07
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 107749

CFSI File No. 3882882

UA

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS,
assignee of CITIBANK SOUTH
DAKOTA, N.A.,
Plaintiff

vs.

JO A. SHUGARTS,
Defendant

*
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*
*
*
*
* NO.: 07-1852-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary
* Objections
*
* Filed on Behalf of: Jo A. Shugarts
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED

DEC 13 2007

[Handwritten signature]

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL	:	
SYSTEMS, INC., assignee of	:	
UNIFUND CCR PARTNERS, assignee of	:	
CITIBANK SOUTH DAKOTA, N.A.	:	
	:	
Plaintiff	:	Civil Action
	:	
vs.	:	No. 07-1852-CD
	:	
JO A. SHUGARTS,	:	
	:	
Defendant	:	

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Jo A. Shugarts, by and through her attorneys, Robin Jean Foor, and MidPenn Legal Services preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

I. PRELIMINARY OBJECTIONS RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. Pennsylvania Rule of Civil Procedure 1019(i) states that "when a claim is based on upon a writing, the pleader shall attach a copy of the writing or the material part thereof..."

2. Plaintiff claims to be the assignee of the assignee of the original creditor.

3. Plaintiff has failed to attach any documentation of the assignment of the Ms. Shugarts specific account.

4. Plaintiff filed a Complaint demanding damages in the amount of \$ 13, 934 95 plus attorney fees and costs.

5. Plaintiff has failed to attach to the Complaint a signed written contract between Plaintiff and Defendant. Such writing would form the very core of Plaintiff's case, but such writing has not been appended to the Complaint, nor its absence explained, as required by Pa.R.C.P. No. 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

1. The Complaint contains alleged claims for money owed but fails to provide adequate documentation or accounting of charges allegedly made by Defendant, which would support Plaintiff's claim of damages, such as a breakdown of charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.

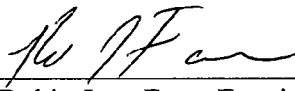
2. The Complaint is deficient in reciting factual averments and Defendant is without information upon which she can premise a meaningful response and formulate a defense.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

12-13-07
Date

BY: 
Robin Jean Foor, Esquire
ID# 41520

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS,
assignee of CITIBANK SOUTH
DAKOTA, N.A.,
Plaintiff

vs.

JO A. SHUGARTS,
Defendant

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*
*
*
*
*
* NO.: 07-1852-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate
* Of Service
*
* Filed on Behalf of: Jo A. Shugarts
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED ^{1cc}
06:30/31 Att'y Foor
DEC 19 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL	:	
SYSTEMS, INC., assignee of	:	
UNIFUND CCR PARTNERS, assignee of	:	
CITIBANK SOUTH DAKOTA, N.A.	:	
	:	
Plaintiff	:	Civil Action
	:	
vs.	:	No. 07-1852-CD
	:	
JO A. SHUGARTS,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 14th day of December, 2007

I served a copy of the Defendant's Preliminary Objections filed in that above captioned
matter to the following individual by first class mail, postage prepaid:

Charles F. Bennett, Esquire
Apple and Apple, P.C.
4650 Baum Boulevard
Pittsburgh, PA 15213-1237



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS,
assignee of CITIBANK SOUTH
DAKOTA, N.A.,
Plaintiff

vs.

JO A. SHUGARTS,
Defendant

*
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*
*
* NO.: 07-1852-CD
*
* Type of Case: Civil
*
* Type of Pleading: Petition to Schedule
* Argument
*
* Filed on Behalf of: Jo A. Shugarts
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED 3cc
01/10/23/01 Amy Foor
JAN 09 2008
(612)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL	:	
SYSTEMS, INC., assignee of	:	
UNIFUND CCR PARTNERS, assignee of	:	
CITIBANK SOUTH DAKOTA, N.A.	:	
	:	
Plaintiff	:	Civil Action
	:	
vs.	:	No. 07-1852-CD
	:	
JO A. SHUGARTS,	:	
	:	
Defendant	:	

PETITION TO SCHEDULE ARGUMENT ON DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT

Defendant, Jo A. Shugarts, by and through her attorneys, Robin Jean Foor, Esq
and MidPenn Legal Services, requests the court to schedule the argument on defendant's
objections and alleges as follows:

1. Plaintiff filed a complaint on or about November 13, 2007.
2. Defendant filed preliminary objections to the complaint on December 13, 2007.
3. As of January 8, 2008, the plaintiff has not filed an amended complaint.

WHEREFORE, defendant requests the Court to schedule argument on the
Preliminary Objections.



Robin Jean Foor

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS, assignee of
CITIBANK SOUTH DAKOTA, N.A.

Plaintiff

vs.

JO A. SHUGARTS,

Defendant

Civil Action

No. 07-1852-CD

ORDER

AND NOW, this 10th day of January, 2008, upon consideration
of Defendant Jo A. Shugarts' Preliminary Objections filed in the above captioned matter, it is
the Order of the Court that argument has been scheduled for the 6th day of
February, 2008 at 10:30 o'clock A.m. in Courtroom # 1,
Clearfield County Courthouse, Clearfield, Pennsylvania.

FILED 3 cc Atty
0/12:10 am
JAN 11 2008
FOOR
(62)

BY THE COURT,

William A. Shaw
Prothonotary/Clerk of Courts

Justin J. Krumm
J.

DATE: 1-11-2008

☒ 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

JAN 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 SOUTH
DAKOTA, N.A.,
Plaintiff

vs.

JO A. SHUGARTS,
Defendant

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*
* NO.: 07-1852-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of
* Service
*
*
* Filed on Behalf of: Jo A. Shugarts
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED

JAN 22 2008

0111:55/ ✓
William A. Shaw

Prothonotary/Clerk of Courts

✓ 1 CLENT TO ATT

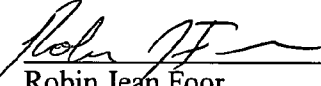
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL	:	
SYSTEMS, INC., assignee of	:	
UNIFUND CCR PARTNERS, assignee of	:	
CITIBANK SOUTH DAKOTA, N.A.	:	
	:	
Plaintiff	:	Civil Action
	:	
vs.	:	No. 07-1852-CD
	:	
JO A. SHUGARTS,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 11 day of January, 2008 I served a copy of the Petition to Schedule Argument and the Order Scheduling Argument filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Charles F. Bennett, Esquire
APPLE AND APPLE, PC
4650 Baum Boulevard
Pittsburgh, Pennsylvania, 15213-1237



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS, assignee
of CITIBANK SOUTH DAKOTA, N.A.

NO. 2007-1852-CD
IN CIVIL ACTION

Plaintiff,

vs.

JO A. SHUGARTS,

Defendant.

**CONSENT ORDER
ON PRELIMINARY
OBJECTIONS**

**CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

Charles F Bennett
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 302
019:46/01 Atty For
FEB 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

@

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS, assignee
of CITIBANK SOUTH DAKOTA, N.A.
Plaintiff,

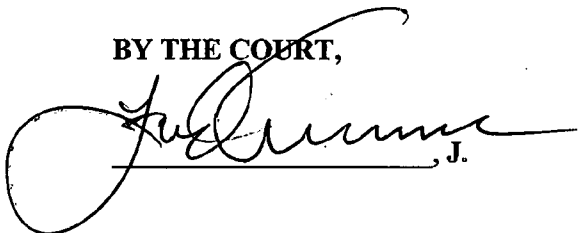
NO. 2007-1852-CD
IN CIVIL ACTION

vs.

JO A. SHUGARTS,
Defendant.

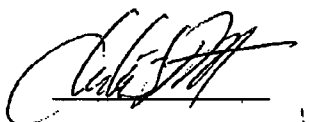
AND NOW, to-wit, this 5th ORDER day of February, 2008, upon consideration of Defendant's Preliminary Objections and the consent of the undersigned counsel for the parties, it is hereby **ORDERED** that the Preliminary Objections are sustained and Plaintiff's Complaint is stricken for lack of conformity to law or rule of court, it is further ordered that Plaintiff shall file, within 90 days of the date of this Order, an Amended Complaint in conformity with Pa.R.C.P. Nos. 1019 and 1028 (a) (3.)

BY THE COURT,

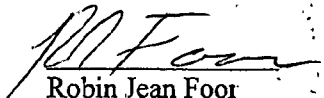


J.

CONSENTED TO:



Charles F. Bennett
Attorney For Plaintiff



Robin Jean Foor
Attorney For Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103433
NO: 07-1852-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee

vs.

DEFENDANT: JO A. SHUGARTS

SHERIFF RETURN

NOW, November 20, 2007 AT 11:06 AM SERVED THE WITHIN COMPLAINT ON JO A. SHUGARTS DEFENDANT AT 227 NELSON ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JO A. SHUGARTS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
012:49/04
FEB 20 2008


William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	17117	10.00
SHERIFF HAWKINS	APPLE	17117	20.00

Sworn to Before Me This

_____ Day of _____ 2008
2007

So Answers,


Chester A. Hawkins
Sheriff

Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2007-01852-CD

Commonwealth Financial Systems, Inc.
Unifund CCR Partners
Citibank

Vs.

Jo A. Shugarts

FILED
FEB 01 2012
William A. Shaw
Prothonotary/Clerk of Courts

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **April 2, 2012**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

FC Bell III

F. Cortez Bell, III, Esq.
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Commonwealth Financial Systems, Inc.
Unifund CCR Partners
Citibank

FILED
JUL 27 2012
BY William A. Shaw 6K
Prothonotary/Clerk of Courts

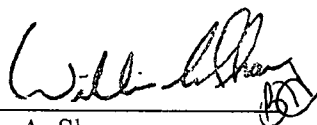
Vs.

2007-01852-CD

Jo A. Shugarts

Termination of Inactive Case

This case is hereby terminated with prejudice this July
27, 2012, as per Rule 230.2



William A. Shaw
Prothonotary