

07-1953-CD
Action Management vs Veronica Masisak

10/22/2009

Clearfield County Court of Common Pleas

User: LMILLER

11:54 AM

ROA Report

Page 1 of 2

Case: 2007-01953-CD

Current Judge: Fredric Joseph Ammerman

Action Management, Inc. vs. Veronica R. Masisak

Civil Other-COUNT

Date		Judge
11/30/2007	New Case Filed.	No Judge
	X Filing: Civil Complaint Paid by: Neiswender, Frederick M. (attorney for Action Management, Inc.) Receipt number: 1921666 Dated: 11/30/2007 Amount: \$85.00 (Check) 3CC Atty.	No Judge
1/4/2008	X Filing: Reinstate Complaint Paid by: Neiswender, Frederick M. (attorney for Action Management, Inc.) Receipt number: 1922084 Dated: 01/04/2008 Amount: \$7.00 (Check) Filed by s/ Frederick M. Neiswender, Esquire. 3 Compl. Reinstated to Sheriff	No Judge
5/14/2008	X Sheriff Return, May 14, 2008 Returned the within Complaint "NOT SERVED TIME EXPIRED" as to Veronica R. Massisak. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Neiswender \$78.95	No Judge
6/16/2008	X Filing: Praecipe to Reinstate Complaint Paid by: Neiswender, Frederick M. (attorney for Action Management, Inc.) Receipt number: 1924518 Dated: 6/16/2008 Amount: \$7.00 (Check) 1 cert. with 2 reinstated compliant to Atty.	No Judge
	X Affidavit, filed by Atty. Neiswender 1 Cert. to Atty.	No Judge
	X RE: Complaint to be served by Constable.	No Judge
	X Motion for Servie by Constable, by Atty. Neiwender 1 Cert. to Atty.	No Judge
6/17/2008	X Order, this 16th day of June, 2008, Plaintiff is granted leave to make service of the Complaint upon Defendant by Pennsylvania State Constable with a return of service to be filed with the Court upon completion. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty.	Fredric Joseph Ammerman
7/14/2008	X Preliminary Objections, filed by s/ Jeffrey L. Suher Esq. 1CC Atty Suher.	No Judge
7/29/2008	X Order NOW, this 28th day of July 2008, upon receipt of the Defendant's Preliminary Objections to Plaintiff's Complaint, it is the ORDER of this Court that argument on the said Preliminary Objections be and is hereby scheduled for the 25th day of August 2008 at 10:30 a.m. in Courtroom No. 1 BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty Suher.	Fredric Joseph Ammerman
8/15/2008	X Motion to Continue, filed by s/ Jeffrey L. Suher, Esquire. 1CC Atty. Suher	Fredric Joseph Ammerman
8/19/2008	X Order, this 18th day of August, 2008, Defendant's Motion for Continuance is granted. Argument on Defendant's preliminary objections is re-scheduled for Sept. 15, 2008 @ 11:15 a.m. By The Court, /s/ Fredric J. Ammerman, Pres Judge. 1CC Atty. Suher	Fredric Joseph Ammerman
9/15/2008	X Amended Complaint, filed by s/ Frederick M. Neiswender, Esquire. 2CC Atty. Neiswender	Fredric Joseph Ammerman
9/18/2008	X Order, this 15th day of Sept., 2008, this being the date set for argument on the Preliminary Objections filed on behalf of the Defendant, no one having appeared on behalf of the Defendant, it is Ordered that Preliminary Objections are dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. judge. 2CC Attys; Neiswender, Suher	Fredric Joseph Ammerman
12/3/2008	X Notice of Praecipe to enter Judgment by Default, filed by s/ Frederick M. Neiswender, Esquire. 3CC Atty. Neiswender	Fredric Joseph Ammerman
12/11/2008	X Preliminary Objections to Plaintiff's Amended Complaint, filed by s/Jeffrey L. Suher, Esq. One CC Attorney Suher	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
9/8/2009	<input checked="" type="checkbox"/> Rule Returnable, this 4th day of Sept., 2009, Rule is issued upon the Plaintiff. Rule Returnable for hearing on Preliminary Objections to be held on the 5th of Oct., 2009, at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Suher	Fredric Joseph Ammerman
10/2/2009	<input checked="" type="checkbox"/> Motion to Continue Rule Returnable, filed by s/ Jeffrey L. Suher Esq. No CC	Fredric Joseph Ammerman
	<input checked="" type="checkbox"/> Certificate of Service of Rule Returnable, service of Rule Returnable was made upon Defendant by facsimile and by mailing, first class to Frederick M Neiswender, Esquire, on Sept. 30, 2009. Filed by s/ Jeffrey L. Suher, Esquire. no CC	Fredric Joseph Ammerman
10/6/2009	<input checked="" type="checkbox"/> Rule Returnable, this 5th day of Oct., 2009, upon consideration of Defendant's Motion to Continue Rule Returnable, the hearing previously scheduled for Oct. 5, 2009 is rescheduled for Oct. 27, 2009 at 10:30 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, President Judge. 1CC Atty. Sugher	Fredric Joseph Ammerman



NEISWENDER & KUBISTA
ATTORNEYS AT LAW
211 1/2 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED TRUE AND CORRECT COPY
ORIGINAL

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

No. 07-1053-CD

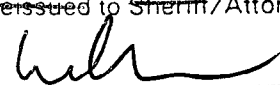
Type of case: Civil Action


Type of pleading: Complaint

Filed on behalf of: Plaintiff,
Action Management, Inc.

Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

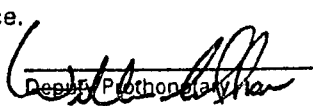
NEISWENDER & KUBISTA
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

Jan 16, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED Att'y pd. 85.00
0/3:41/80Y
NOV 30 2007 3cc Att'y


William A. Shaw
Prothonotary/Clerk of Courts

Jan. 4, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary GK

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

ACTION MANAGEMENT, INC.,	:		
Plaintiff,	:		
	:		
vs.	:	No. 07-	-CD
	:		
VERONICA R. MASISAK,	:		
Defendant.	:		

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

ACTION MANAGEMENT, INC.,	:		
Plaintiff,	:		
	:		
vs.	:	No. 07-	-CD
	:		
VERONICA R. MASISAK,	:		
Defendant.	:		

COMPLAINT

AND NOW, comes the Plaintiff, ACTION MANAGEMENT, INC., by and through their attorneys, NEISWENDER & KUBISTA, and files this Complaint against the Defendant, VERONICA R. MASISAK, on a cause of action upon which the following is a statement:

1. That Plaintiff, Action Management, Inc., is a Pennsylvania corporation located at 58 West Valley Avenue, Elysburg, Pennsylvania 17824.
2. That Defendant, Veronica R. Masisak, is an adult individual residing at 948 Brisbin Street, Apt. 312, Houtzdale, Clearfield County, Pennsylvania 16651.
3. That Plaintiff, a collection agency, purchases various debts from various institutions for collection thereon.
4. That Defendant, at her request, was issued a credit card by Citibank (South Dakota) N.A. bearing the account number 5424180825765388, which was mailed to her with terms and conditions for its use in making purchases and securing cash advances.
5. That Defendant accepted the credit card and the term and conditions governing its use for the purchase of goods, merchandise, services and cash advances from vendors and financial institutions. In using the credit card, Defendant agreed to comply with the terms and

conditions governing its use which included the obligation to pay for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

6. That for a time, Defendant used the card and made payments in compliance with the terms and conditions as evidenced by attached Exhibit "A". *A true and correct copy of the Account Statement is attached as Exhibit "A".*

7. That Defendant received monthly statements, which detailed the charges made on the account including finance charges, late fees and/or over limit charges. *A true and correct copy of the Account Statement is attached as Exhibit "A".*

8. That the finance charges, late fees and/or over limit charges were calculated in accordance with the terms and conditions of the credit card agreement.

9. That Citibank (South Dakota) N.A. maintained an accurate and running record of all debits and credits to Defendant's account.

10. That Defendant stopped making payments on the account on June 30, 2004.

11. That Defendant's account became delinquent as of August 1, 2004.

12. That Plaintiff believes that Defendant received a monthly statement each month reflecting the amount due.

13. That Defendant did not dispute the amount due set forth on her monthly statements.

14. That under the terms and conditions of the credit card agreement, finance charges, late fees and/or over limit charges continued to accrue on total amount due on Defendant's account.

15. That on or about November 29, 2005, Citibank (South Dakota) N.A. sold Defendant's account and all rights therein to Unifund CCR Partners. *A true and correct copy of the Bill of Sale is attached as Exhibit "B".*

16. That on or about March 27, 2006, Unifund CCR Partners sold Defendant's account and all rights therein to Plaintiff through Plaintiff's President, Harry A. Strausser, Jr. *A true and correct copy of the Bill of Sale is attached as Exhibit "C".*

17. That Defendant has failed to make a payment under the terms and conditions of the credit card agreement since June 30, 2004.

18. That the failure of Defendant to pay in full or make minimum monthly payments was a default under the terms of the credit card agreement.

19. Although demand was made by Plaintiff on the Defendant to make payment, Defendant failed and refused to pay all or any part thereof.

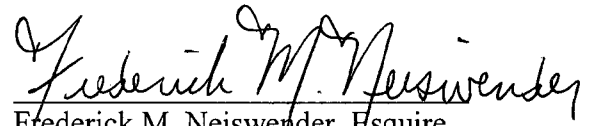
20. Pursuant to the terms of the credit card agreement, Plaintiff is entitled to recovery of its attorney's fees from Defendant.

21. Plaintiff's attorney's reasonable fees are charged on a contingency basis calculated at 25% of the principal balance or \$5,996.94.

22. The total amount due and owing to Plaintiff on Defendant's account is \$23,987.77.

WHEREFORE, Plaintiff requests that your Honorable Court enter a judgment in favor of the Plaintiff and against the Defendant in the amount of Twenty-three Thousand Nine Hundred Eighty-seven Dollars and Seventy-seven Cents (\$23,987.77) plus attorney's fees of Five Thousand Nine Hundred Ninety-six Dollars and Ninety-four Cents (\$5,996.94) and costs of the suit.

Respectfully submitted,


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

02/14/05 \$14789.32 \$14789.32

SITE: KC-CL TM: CD-5000 ACID: RO80773
06/06/07 22:26:23VERONICA R MASISAK
ATTNY ACCOUNT-CODE=CNBF
HOUTZDALE
16651-1512000

PA

CITI CARDS
PO BOX 183064
COLUMBUS, OH
43218-3064

Citi® Platinum Select® Card



Account Number

5424 1808 2576 5388

Customer Service

1-800-950-5114

BOX 6500

SIOUX FALLS, SD

57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$14400	\$0	\$2000	\$0	\$14789.32
Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
01/20/2006	\$389.32	\$2159.19	\$356.06	\$14789.32

State Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/20		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	255.38 0000000000
	1/20		Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	95.68 0000000000

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(=) FINANCE CHARGE	(=) New Balance
PURCHASES	\$14,438.26	\$0.00	\$0.00	\$351.06	\$14,789.32
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$14,438.26	\$0.00	\$0.00	\$351.06	\$14,789.32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES	\$14,438.26	0.08011%(D)	29.240%	29.240%
Standard Purch	\$3,981.21	0.08011%(D)	29.240%	29.240%
Offer 5	\$0.00	0.08011%(D)	29.240%	29.240%
ADVANCES	\$0.00	0.08011%(D)	29.240%	29.240%
Standard Adv	\$0.00	0.08011%(D)	29.240%	29.240%

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of November 29, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Portfolio A, LLC, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated November 29, 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) C. MORRISON, VP
CitiCards
Chief Fin. Officer/C & T Finance
0000391679
Sioux Falls, SD
(605) 331-2855

Name: _____

Title: _____

Unifund Portfolio A, LLC

By: _____

(Signature)

Name: _____

Title: _____



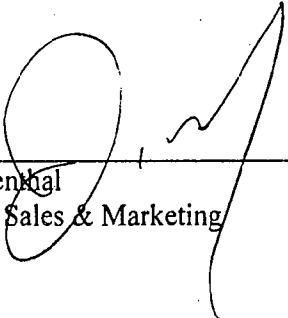
Unifund CCR Partners

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 Harry A. Strausser, Jr. ("Purchaser"), dated as of March 27, 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 March 30, 2006.

UNIFUND CCR PARTNERS

By 
Joel Rosenthal
Director, Sales & Marketing

For Unifund Use ONLY

11

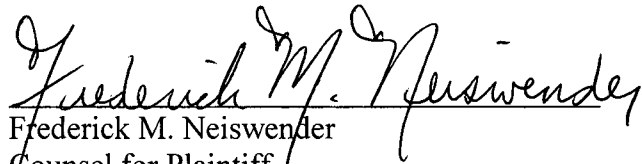
Client #	PID	CID #

VERIFICATION

FREDERICK M. NEISWENDER, ESQUIRE hereby states that he is Counsel for the Plaintiff in this action and that the statements of fact made in the foregoing Complaint are true and correct upon opinion and belief based on information provided to him by the Plaintiff. The undersigned is verifying this Complaint on behalf of the Plaintiff as per the Pennsylvania Rules of Civil Procedure due to the fact that the Plaintiff's place of business is outside the jurisdiction of this Court and time constraints do not permit their verification of the Complaint. Both the Plaintiff and the undersigned understand the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: _____

11/30/2007


Frederick M. Neiswender
Counsel for Plaintiff

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

No. 07-1953-CD

Type of case: Civil

Type of pleading: Praecepto to
Reinstate Compliant

Filed on behalf of: Plaintiff

Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED ^{icc}
01/21/10 B01 Any
JAN 04 2008 *Any pd.*
William A. Shaw 7.00
Prothonotary/Clerk of Courts
3 Compl. Reinstated to Sheriff
(60)

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

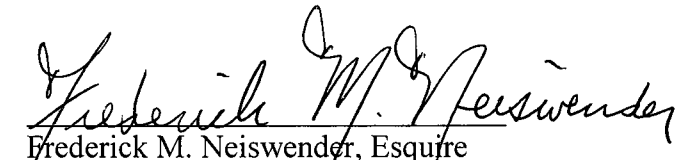
ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint filed on behalf of the Plaintiff in the above captioned matter on November 30, 2007.

Date: 1/4/2007


Frederick M. Neiswender, Esquire
Supreme Court No. 74456
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103616**

ACTION MANAGEMENT INC.

Case # 07-1953-CD

vs.

VERONICA R. MASISAK

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW May 14, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO VERONICA R. MASISAK, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEISWENDER	1317	10.00
SHERIFF HAWKINS	NEISWENDER	1317	68.95

FILED

0/2:40 LM
MAY 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

No. 07- 1953-CD

Type of case: Civil Action

Type of pleading: Complaint

Filed on behalf of: Plaintiff,
Action Management, Inc.

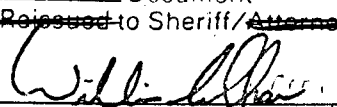
Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

NEISWENDER & KUBISTA
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

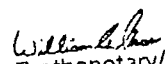
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 30 2007

1-4-08 Document
Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~
for service.


Prothonotary

Attest.


Prothonotary/
Clerk of Courts

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

ACTION MANAGEMENT, INC.,	:		
Plaintiff,	:		
	:		
vs.	:	No. 07-	-CD
	:		
VERONICA R. MASISAK,	:		
Defendant.	:		

NOTICE TO DEFEND

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COURT ADMINISTRATOR
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

ACTION MANAGEMENT, INC.,	:		
Plaintiff,	:		
	:		
vs.	:	No. 07-	-CD
	:		
VERONICA R. MASISAK,	:		
Defendant.	:		

COMPLAINT

AND NOW, comes the Plaintiff, ACTION MANAGEMENT, INC., by and through their attorneys, NEISWENDER & KUBISTA, and files this Complaint against the Defendant, VERONICA R. MASISAK, on a cause of action upon which the following is a statement:

1. That Plaintiff, Action Management, Inc., is a Pennsylvania corporation located at 58 West Valley Avenue, Elysburg, Pennsylvania 17824.
2. That Defendant, Veronica R. Masisak, is an adult individual residing at 948 Brisbin Street, Apt. 312, Houtzdale, Clearfield County, Pennsylvania 16651.
3. That Plaintiff, a collection agency, purchases various debts from various institutions for collection thereon.
4. That Defendant, at her request, was issued a credit card by Citibank (South Dakota) N.A. bearing the account number 5424180825765388, which was mailed to her with terms and conditions for its use in making purchases and securing cash advances.
5. That Defendant accepted the credit card and the term and conditions governing its use for the purchase of goods, merchandise, services and cash advances from vendors and financial institutions. In using the credit card, Defendant agreed to comply with the terms and

copy of the Account Statement is attached as Exhibit "A".

8. That the finance charges, late fees and/or over limit charges were calculated in accordance with the terms and conditions of the credit card agreement.

9. That Citibank (South Dakota) N.A. maintained an accurate and running record of all debits and credits to Defendant's account.

10. That Defendant stopped making payments on the account on June 30, 2004.

11. That Defendant's account became delinquent as of August 1, 2004.

12. That Plaintiff believes that Defendant received a monthly statement each month reflecting the amount due.

13. That Defendant did not dispute the amount due set forth on her monthly statements.

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15. That on or about November 29, 2005, Citibank (South Dakota) N.A. sold Defendant's account and all rights therein to Unifund CCR Partners. *A true and correct copy of the Bill of Sale is attached as Exhibit "B".*

16. That on or about March 27, 2006, Unifund CCR Partners sold Defendant's account and all rights therein to Plaintiff through Plaintiff's President, Harry A. Strausser, Jr. *A true and correct copy of the Bill of Sale is attached as Exhibit "C".*

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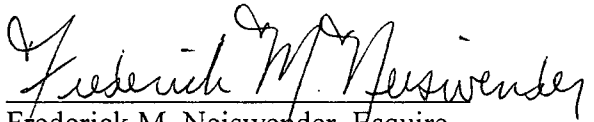
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21. Plaintiff's attorney's reasonable fees are charged on a contingency basis calculated at 25% of the principal balance or \$5,996.94.

22. The total amount due and owing to Plaintiff on Defendant's account is \$23,987.77.

WHEREFORE, Plaintiff requests that your Honorable Court enter a judgment in favor of the Plaintiff and against the Defendant in the amount of Twenty-three Thousand Nine Hundred Eighty-seven Dollars and Seventy-seven Cents (\$23,987.77) plus attorney's fees of Five Thousand Nine Hundred Ninety-six Dollars and Ninety-four Cents (\$5,996.94) and costs of the suit.

Respectfully submitted,


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

02/14/05 \$14789.32 \$14789.32

SITE:KC-CL

TM:CD-5000

ACID:ROB0773

06/06/07

22:26:23:

VERONICA R WASISAK
ATTNY ACCOUNT-CODE=CNBF
HOUTZDALE
16651-1512000

PA

CITI CARDS
PO BOX 183064
COLUMBUS, OH
43218-3064

Citi® Platinum Select® Card



Account Number

5424 1808 2576 5388

Customer Service

1-800-950-5314

BOX 6500

SIOUX FALLS, SD

57117

Total Credit Line

\$14400

Available Credit Line

\$0

Cash Advance Limit

\$2000

Available Cash Limit

\$0

New Balance

\$14789.32

Statement/
Closing Date

01/20/2005

Amount Over
Credit Line

\$389.32

Past Due

\$2159.19

Purch/Adv
Minimum Due

\$356.06

Minimum
Amount Due

\$14789.32

Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/20		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	255.38 0000000000
	1/20		Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	95.68 0000000000

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$14,438.26	\$0.00	\$0.00	\$351.06	\$14,789.32
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$14,438.26	\$0.00	\$0.00	\$351.06	\$14,789.32

Date Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	Days This Billing Period 20 ANNUAL PERCENTAGE RATE
PURCHASES	\$10,626.02	0.08011%(D)	29.240%	29.240%
Standard Purch	\$3,981.21	0.08011%(D)	29.240%	29.240%
Offer 5				
ADVANCES	\$0.00	0.08011%(D)	29.240%	29.240%
Standard Adv				

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of November 29, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Portfolio A, LLC, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated November 29, 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) W. C. MORRISON, VP
CitiCards

Name: Chief Fin. Officer/C & T Finance
000020187

Title: Sioux Falls, SD
(605) 331-2655

Unifund Portfolio A, LLC

By: David Rosenberg

(Signature)

Name: David Rosenberg

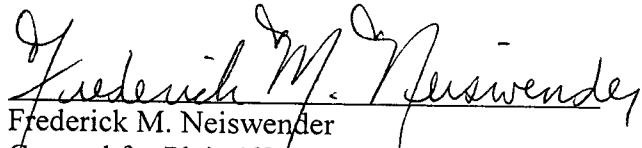
Title: Member

VERIFICATION

FREDERICK M. NEISWENDER, ESQUIRE hereby states that he is Counsel for the Plaintiff in this action and that the statements of fact made in the foregoing Complaint are true and correct upon opinion and belief based on information provided to him by the Plaintiff. The undersigned is verifying this Complaint on behalf of the Plaintiff as per the Pennsylvania Rules of Civil Procedure due to the fact that the Plaintiff's place of business is outside the jurisdiction of this Court and time constraints do not permit their verification of the Complaint. Both the Plaintiff and the undersigned understand the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: _____

11/30/2007



Frederick M. Neiswender
Counsel for Plaintiff

ORIGINAL

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

No. 07-1953-CD

Type of case: Civil

Type of pleading: Praecipe to
Reinstate Compliant

Filed on behalf of: Plaintiff

Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

JUN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

1 CASE TO APT
w/2 REINSTATE
COMPLIANT

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

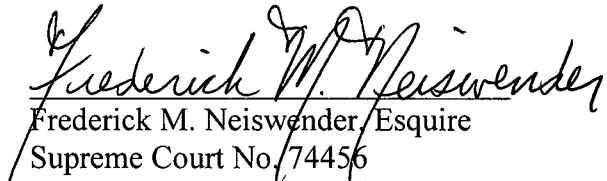
ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint previously reinstated on behalf of the Plaintiff in the above captioned matter on January 4, 2008.

Date: 06/13/2008


Frederick M. Neiswender, Esquire
Supreme Court No. 74456
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

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

ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

AFFIDAVIT

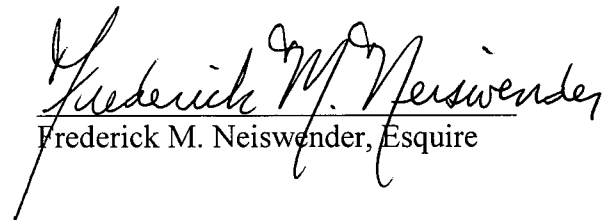
COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF CLEARFIELD)

FREDERICK M. NEISWENDER, who being duly sworn according to law, deposes and says in support of his Motion For Service By Constable, the following:

1. Complaint in the above matter was filed on November 30, 2007.
2. The Complaint was later reinstated on January 4, 2008.
3. The Sheriff of Clearfield County was unable to successfully serve Defendant. *See*

Attached Exhibit "A"

Further, the deponent sayeth not.


Frederick M. Neiswender, Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103616**

ACTION MANAGEMENT INC.

Case # 07-1953-CD

vs.

VERONICA R. MASISAK

COPY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW May 14, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO VERONICA R. MASISAK, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEISWENDER	1317	10.00
SHERIFF HAWKINS	NEISWENDER	1317	68.95

Sworn to Before me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

Exhibit "A"

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

No. 07-1953-CD

FILED


JUN 17 2008
0111:20
William A. Shaw
Prothonotary/Clerk of Courts (610)

ORDER

1 sent to ATR

AND NOW, this 16 day of June, 2008, upon consideration of the foregoing Motion For Service By Constable, it is the Order of this Court that the Plaintiff in the above captioned matter is hereby granted leave to make service of the Complaint upon the Defendant by Pennsylvania State Constable with a return of service to be filed with the Court upon completion.

By the Court,


Judge

ORIGINAL

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

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

No. 07-1953-CD

JUN 16 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Type of case: Civil

FILED

Type of pleading: Motion for
Service by Constable

JUN 16 2008
0/11:30/✓
William A. Shaw
Prothonotary/Clerk of Courts

Filed on behalf of: Plaintiff

(went to
Att'y

Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

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

ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

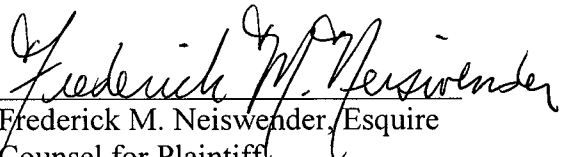
MOTION FOR SERVICE BY CONSTABLE

AND NOW, to wit, this 16th day of June, 2008, an Affidavit having been filed by, Frederick M. Neiswender, attorney for the Plaintiff, that the Sheriff of Clearfield County has been unable to successfully serve the above named Defendant, Frederick M. Neiswender moves the Court for leave to serve the Complaint upon the Defendant by Pennsylvania State Constable with a return of service to be filed with the Court upon completion.

Respectfully submitted,

Dated: _____

06/13/2008


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Action Management, Inc.

No. 07-1953-CD

Plaintiff,

vs.

Veronica R. Masisak

Defendant.

Preliminary Objections

Filed on Behalf Of:
Veronica R. Masisak

JEFFREY L. SUHER, P.C.

Jeffrey L. Suher, Esquire
Pa. I.D. # 74924
4328 Old Wm Penn Hwy
Suite 2J
Monroeville, PA 15146

(412) 374-9005
(412) 374-0799 (fax)
lawfirm@jeffcanhelp.com

JURY TRIAL DEMANDED

FILED ICC Atty
m/1:30pm Suher
JUL 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

Action Management, Inc.

No. 07-1953-CD

Plaintiff,

vs.

Veronica R. Masisak

Defendant.

PRELIMINARY OBJECTIONS

AND NOW, comes Veronica R. Masisak by and through her attorney, Jeffrey L. Suher, Esquire and in support of these Preliminary Objections states and avers as follows:

Failure to Attach Assignment

1. Plaintiff, in its complaint, alleges that Plaintiff purchased the account from the original creditor, Citibank.

2. Plaintiff fails to attach the assignment. Plaintiff attempts to prove the assignment by attaching a document as Exhibit "B" which allegedly is a Bill of Sale that fails to identify the alleged account in question.

3. When a claim is based upon a writing, Pa.R.C.P. 1019(i) requires that the pleader attach a copy of the writing. *Worldwide Asset Purchasing, LLC v. Nancy A. Stern and Commonwealth Financial Systems, Inc. v. Scott Miller*, 153 P.L.J. 111 (2005).

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed for failing to attach a copy of the assignment.

Failure to Attach Documentation Supporting Amount Claimed

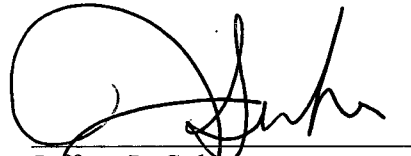
4. Plaintiff attempts to prove the amount due from Defendant by attaching a document as Exhibit "A" which appears to allege Defendant owes Plaintiff \$23,987.77.

5. Pa.R.C.P. 1019 requires the Plaintiff to allege and/or attach documentation that contains: a) the charges that are part of the claim, b) the dates of the charges, c) credits for payments, d) dates and amounts of interest charges, and e) dates and amounts of other charges. *Worldwide Asset Purchasing, LLC v. Nancy A. Stern and Commonwealth Financial Systems, Inc. v. Scott Miller*, 153 P.L.J. 111 (2005).

6. Plaintiff's "Exhibit A" does not contain the documentation and information required and listed in Paragraph 5 immediately above.

WHEREFORE, Plaintiff's complaint should be dismissed for failure to comply with Pa.R.C.P. 1019(a).

Respectfully Submitted,



Jeffrey L. Suher
Attorney for Defendant

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

Action Management, Inc.

No. 07-1953-CD

Plaintiff,

vs.

Veronica R. Masisak

Defendant.

ORDER OF COURT

AND NOW, this _____ day of _____, 200__,

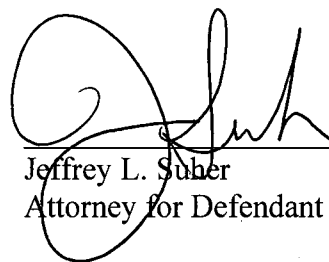
upon consideration of Defendant's Preliminary Objections, it is hereby ORDERED,

ADJUDGED and DECREED that Plaintiff's Complaint is dismissed with prejudice.

_____. J.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Preliminary Objections
was served by first class mail, postage prepaid, this 11th day of
July, 2008 to Plaintiff's counsel.



Jeffrey L. Suber
Attorney for Defendant

CA

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

ACTION MANAGEMENT, INC.,
Plaintiff

vs.

VERONICA R. MASISAK,
Defendant

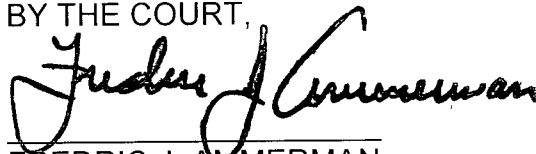
*
*
*
*
*

NO. 07-1953-CD

ORDER

NOW, this 28th day of July, 2008, upon receipt of the Defendant's Preliminary Objections to Plaintiff's Complaint, it is the ORDER of this Court that argument on the said Preliminary Objections be and is hereby scheduled for the 25th day of August, 2008 at 10:30 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

10:31 AM
JUL 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

3CC Atty Suher

A

No. 07-1953-CD

MOTION TO CONTINUE

MOTION TO CONTINUE

MOTION TO CONTINUE

MOTION TO CONTINUE

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Action Management, Inc.)	No. 07-1953-CD
)	
Plaintiff,)	
)	
vs.)	
)	
Veronica R. Masisak)	
)	
Defendant.)	

MOTION FOR CONTINUANCE

1. The Defendant filed preliminary objections on July 14, 2008.
2. Argument is scheduled for August 25, 2008 at 10:30 am.
3. The undersigned counsel is respectfully requesting a continuance because of a previously scheduled mediation in the case of Romano v. Williams & Fudge, 08-634-AJS, which is filed in the United States District Court for the Western District of Pennsylvania. If the mediation is postponed, the undersigned counsel will incur a cancellation fee. In addition, per the ADR rules for the United States District Court, Western District of Pennsylvania, the mediation must be held on or before August 27, 2008.

Respectfully Submitted,

JEFFREY L. SUHER, P.C.



Jeffrey L. Suher, Esquire
Pa. I.D. # 74924

4328 Old Wm Penn Hwy ,Ste. 2J
Monroeville, PA 15146
(412) 374-9005
(412) 374-0799 (fax)
lawfirm@jeffcanhelp.com

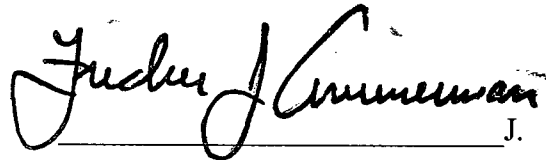
JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Action Management, Inc.)	No. 07-1953-CD
)	
Plaintiff,)	
)	
vs.)	
)	
Veronica R. Masisak)	
)	
Defendant.)	

ORDER

AND NOW, this 18th day of August, 2008, Defendant's Motion for Continuance is granted. Argument on Defendant's preliminary objections is re-scheduled for September 15, 2008 @ 11:15 AM.

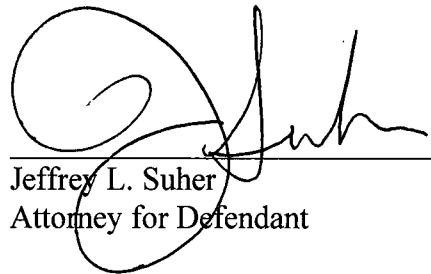

J.

FILED ^{1cc}
013:3261 *Atty Secher*
AUG 19 2008 _{@10}

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Continuance was served by first class mail, postage prepaid, this 13th day of August, 2008 to Plaintiff's counsel.



Jeffrey L. Suher
Attorney for Defendant

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

No. 07-1953-CD

Type of case: Civil Action

Type of pleading: Amended Complaint

Filed on behalf of: Plaintiff,
Action Management, Inc.

Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

01/31/2008
SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty
Neiswender

610

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

ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

AMENDED COMPLAINT

AND NOW, comes the Plaintiff, ACTION MANAGEMENT, INC., by and through their attorneys, NEISWENDER & KUBISTA, and files this Amended Complaint against the Defendant, VERONICA R. MASISAK, on a cause of action upon which the following is a statement:

1. That Plaintiff, Action Management, Inc., is a Pennsylvania corporation located at 58 West Valley Avenue, Elysburg, Pennsylvania 17824.
2. That Defendant, Veronica R. Masisak, is an adult individual residing at 948 Brisbin Street, Apt. 312, Houtzdale, Clearfield County, Pennsylvania 16651.
3. That Plaintiff, a collection agency, purchases various debts from various institutions for collection thereon.
4. That Defendant, at her request, was issued a credit card by Citibank (South Dakota) N.A. bearing the account number 5424180825765388, which was mailed to her with terms and conditions for its use in making purchases and securing cash advances.
5. That Defendant accepted the credit card and the term and conditions governing its use for the purchase of goods, merchandise, services and cash advances from vendors and

financial institutions. In using the credit card, Defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

6. That for a time, Defendant used the card and made payments in compliance with the terms and conditions as evidenced by attached Exhibit "A". *A true and correct copy of the Account Statement is attached as Exhibit "A".*

7. That Defendant received monthly statements, which detailed the charges made on the account including finance charges, late fees and/or over limit charges. *A true and correct copy of the Account Statement is attached as Exhibit "B".*

8. That the finance charges, late fees and/or over limit charges were calculated in accordance with the terms and conditions of the credit card agreement.

9. That Citibank (South Dakota) N.A. maintained an accurate and running record of all debits and credits to Defendant's account.

10. That Defendant stopped making payments on the account on June 30, 2004.

11. That Defendant's account became delinquent as of August 1, 2004.

12. That Plaintiff believes that Defendant received a monthly statement each month reflecting the amount due.

13. That Defendant did not dispute the amount due set forth on her monthly statements.

14. That under the terms and conditions of the credit card agreement, finance charges, late fees and/or over limit charges continued to accrue on total amount due on Defendant's account.

15. That on or about November 29, 2005, Citibank (South Dakota) N.A. sold Defendant's account and all rights therein to Unifund CCR Partners. *A true and correct copy of the Bill of Sale is attached as Exhibit "C".*

16. That on or about March 27, 2006, Unifund CCR Partners sold Defendant's account and all rights therein to Plaintiff through Plaintiff's President, Harry A. Strausser, Jr. *A true and correct copy of the Bill of Sale and Affidavit and Assignment are attached as Exhibit "D" and Exhibit "E" respectively.*

17. That Defendant has failed to make a payment under the terms and conditions of the credit card agreement since June 30, 2004.

18. That the failure of Defendant to pay in full or make minimum monthly payments was a default under the terms of the credit card agreement.

19. Although demand was made by Plaintiff on the Defendant to make payment, Defendant failed and refused to pay all or any part thereof.

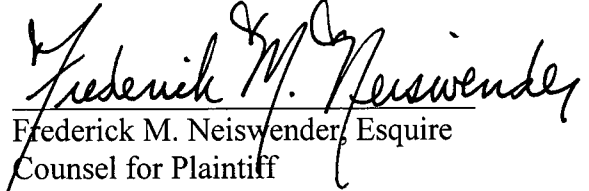
20. Pursuant to the terms of the credit card agreement, Plaintiff is entitled to recovery of its attorney's fees from Defendant.

21. Plaintiff's attorney's reasonable fees are charged on a contingency basis calculated at 25% of the principal balance or \$5,996.94.

22. The total amount due and owing to Plaintiff on Defendant's account is \$23,987.77.

WHEREFORE, Plaintiff requests that your Honorable Court enter a judgment in favor of the Plaintiff and against the Defendant in the amount of Twenty-three Thousand Nine Hundred Eighty-seven Dollars and Seventy-seven Cents (\$23,987.77) plus attorney's fees of Five Thousand Nine Hundred Ninety-six Dollars and Ninety-four Cents (\$5,996.94) and costs of the suit.

Respectfully submitted,


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

07/15/04 \$13097.97

\$542.00

SITE:KC-CL

TM:CO-5000
06/06/07ACID:R080773
22:26:23:VERONICA R MASISAK
948 BRISBIN ST
HOUTZDALE
16651-1512000

PA

CITI CARDS
PO BOX 183064
COLUMBUS, OH
43218-3064

Citi® Platinum Select® Card



Account Number

5424 1808 2576 5388

Customer Service:

1-800-950-5114

BOX 6500

SIOUX FALLS, SD

57117

Total Credit Line
\$14400Available Credit Line
\$0Cash Advance Limit
\$2000Available Cash Limit
\$0New Balance
\$13097.97Statement/
Closing Date
06/21/2004Amount Over
Credit Line
\$0.00 +Past Due
\$270.00 +Purch/Adv
Minimum Due
\$272.00 =Minimum
Amount Due
\$542.00

Sett Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/29		C1033308	Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-278.00 000000000000
6/21			Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	78.45 000000000000
6/21			Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	29.36 000000000000

The minimum amount due below may not reflect
your payment arrangement. Please continue to
pay your agreed-upon minimum payment.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$13,268.16	\$0.00	\$278.00	\$107.81	\$13,097.97
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$13,268.16	\$0.00	\$278.00	\$107.81	\$13,097.97

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$9,508.97	0.82500%(M)	9.900%	9.900%
offer 5	\$3,559.37	0.82500%(M)	9.900%	9.900%
ADVANCES				
Standard	\$0.00	0.02712%(F)	9.900%	9.900%

02/14/05 \$14789.32 \$14789.32

SITE:KC-CL TM:CO-5000 ACID:ROB0773
06/06/07 22:26:23:VERONICA R MASISAN
ATTNY ACCOUNT-CODE=CNBF
HOUTZDALE
16651-1512000

PA

CITI CARDS
PO BOX 183064
COLUMBUS, OH
43218-3064

Citi® Platinum Select® Card

Account Number
5424 1808 2576 5388Customer Service
1-800-950-5114BOX 6500
SIOUX FALLS, SD
57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$14400	\$0	\$2000	\$0	\$14789.32
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
01/20/2005	\$389.32	\$2159.19	\$356.06	\$14789.32

End Date	Post Date	Reference Number	Activity Since Last Statement	Amount
1/20			Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	255.38 0000000000
1/20			Balance Transfer - Charged To Offer 5 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	95.68 0000000000

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$14,438.26	\$0.00	\$0.00	\$351.06	\$14,789.32
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$14,438.26	\$0.00	\$0.00	\$351.06	\$14,789.32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES	\$10,626.02	0.08011%(0)	29.240%	29.240%
Standard Purch	\$3,981.21	0.08011%(0)	29.240%	29.240%
offer 5				
ADVANCES	\$0.00	0.08011%(0)	29.240%	29.240%
Standard Adv				

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of November 29, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Portfolio A, LLC, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated November 29, 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) C. MORRISON, VP
Citibank
Chief Fin. Officer/C & T Finance
0000301674
Sioux Falls, SD
(605) 331-2655

Name: _____

Title: _____

Unifund Portfolio A, LLC

By: _____

(Signature)

Name: _____

Title: _____



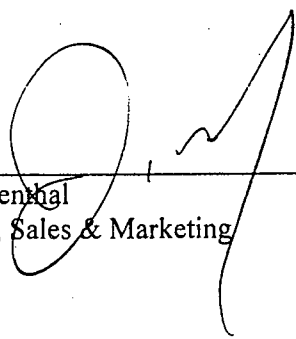
Unifund CCR Partners

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 Harry A. Strausser, Jr. ("Purchaser"), dated as of March 27, 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 March 30, 2006.

UNIFUND CCR PARTNERS

By 
Joel Rosenthal
Director, Sales & Marketing

For Unifund Use ONLY

11

Client #	PID	CID #

Exhibit "D"

County of Hamilton) ss.

AFFIDAVIT AND ASSIGNMENT

Kim Kenney, being sworn, deposes and says that she is Media Manager of UNIFUND CCR PARTNERS herein called assignor, which is doing business at 10625 Techwoods Circle, Cincinnati, OHIO 45242 and that she is authorized to make the statements and representations herein. There is due and payable from

VERONICA R MASISAK, Acct. #**5424180825765388**, SSN : **196548828**, as of the **01/20/05**, the amount of **\$14438.26**. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the rate of **30.99** percent per annum.

This account was originated with **Citibank (south Dakota) National Association**. Unifund CCR Partners purchased this account from **Citibank**. Said agreement is hereby assigned, transferred and set over unto **ACTION MANAGEMENT INC.** with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim.

The affiant states that to the best of the affiant's knowledge, information and belief there are no uncredited payments, just counterclaims or offsets against the said debt. Further, the undersigned acknowledges that in making this assignment, the assignor has made a complete assignment of said debt and that **ACTION MANAGEMENT INC.** is now the owner thereof, and they have complete authority to settle, adjust, compromise and satisfy the same and that the assignor has no further interest in said debt for any purpose.

DATED this 10 day of March, 2006.



UNIFUND CCR PARTNERS

By: Kim Kenney

Media Manager
Title

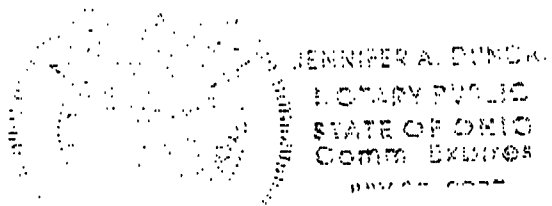
10625 Techwoods Circle, Cincinnati, OH 45242
Address

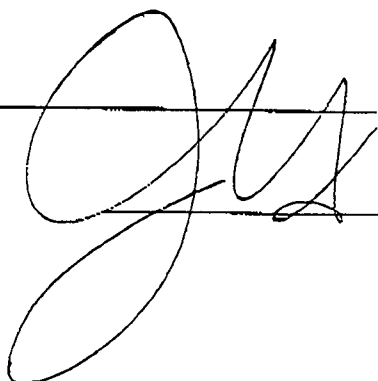
Subscribed and sworn to before me this 10 day of March, 2006 by
Kim Kenney Media Manager of Unifund CCR Partners.

My commission expires: _____

Client # 77

NOTARY SEAL

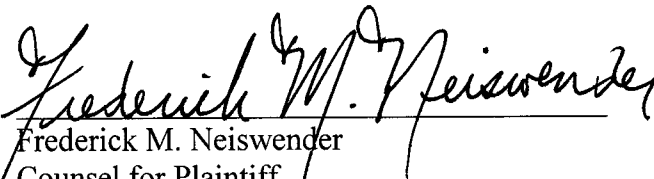



Exhibit "E"

VERIFICATION

FREDERICK M. NEISWENDER, ESQUIRE hereby states that he is Counsel for the Plaintiff in this action and that the statements of fact made in the foregoing Complaint are true and correct upon opinion and belief based on information provided to him by the Plaintiff. The undersigned is verifying this Complaint on behalf of the Plaintiff as per the Pennsylvania Rules of Civil Procedure due to the fact that the Plaintiff's place of business is outside the jurisdiction of this Court and time constraints do not permit their verification of the Complaint. Both the Plaintiff and the undersigned understand the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 09/12/2008



Frederick M. Neiswender
Counsel for Plaintiff

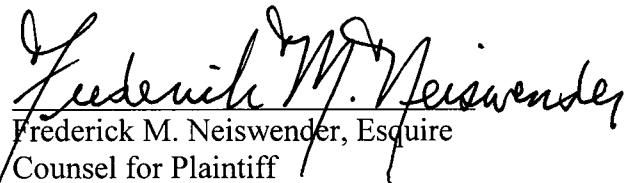
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Amended Complaint was made upon Veronica R. Masisak, by facsimile and by mailing, first class, postage prepaid, a true copy to the office of her attorney of record, Jeffrey L. Suher, Esquire on September 12, 2008, at the following address:

Jeffrey L. Suher, Esquire
4328 Old William Penn Highway
Suite 2J
Monroeville, Pennsylvania 15146


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830

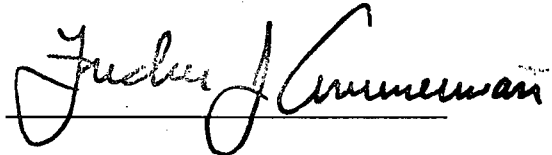
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ACTION MANAGEMENT, INC. :
VS. : NO. 07-1953-CD
VERONICA R. MASISAK :

O R D E R

AND NOW, this 15th day of September, 2008, this being the date set for argument on the Preliminary Objections filed on behalf of the Defendant; the Court noting that no one has appeared on behalf of the Defendant, nor was the Court notified of any difficulties which would result in nonappearance, it is the ORDER of this Court that Preliminary Objections be and are hereby dismissed.

BY THE COURT,



President Judge

FILED

SEP 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

GK

ORIGINAL

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

No. 07-1953-CD

Type of case: Civil

Type of pleading: **Notice of Praecipe
to Enter Judgment by Default**

Filed on behalf of: Plaintiff,
Action Management, Inc.

Counsel for Plaintiff:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

DEC 03 2008

William A. Shaw
Prothonotary/Clerk of Courts

3CC
01/3:26/SD1 Atty Neiswender
(60)

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

ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

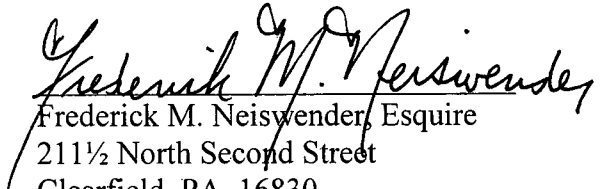
To: Veronica R. Masisak
948 Brisbin Street
Apt. 312
Houtzdale, Pennsylvania 16651

Date of Notice: **December 3, 2008**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

COURT ADMINISTRATOR
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641


Frederick M. Neiswender, Esquire
211½ North Second Street
Clearfield, PA 16830
Counsel for Plaintiff

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

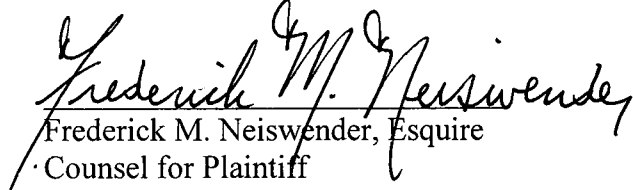
ACTION MANAGEMENT, INC.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 07-1953-CD
	:	
VERONICA R. MASISAK,	:	
Defendant.	:	

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Notice of Praecipe to Enter Judgment by Default was made upon the following persons, by mailing, first-class, postage prepaid, a true copy on December 3, 2008, to the following addresses:

Ms. Veronica R. Masisak
948 Brisbin Street
Apt. 312
Houtzdale, Pennsylvania 16651

Jeffrey L. Suher, Esquire
4328 Old William Penn Highway
Suite 2J
Monroeville, Pennsylvania 15146


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Action Management, Inc.

Plaintiff,

VS.

Veronica R. Masisak

Defendant.

No. 07-1953-CD

PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED
COMPLAINT

Filed on Behalf of:
Veronica R. Masisak

JEFFREY L. SUHER, P.C.

Jeffrey L. Suher, Esquire
Pa. I.D. # 74924
4328 Old Wm. Penn Hwy
Suite 2J
Monroeville, PA 15146
(412) 374-9005
(412) 374-0799 (fax)
lawfirm@jeffcanhelp.com

JURY TRIAL DEMANDED

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William A. Shaw
Prothonotary/Clerk of Courts

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


ACTION MANAGEMENT, INC.	:
Plaintiff,	:
	:
vs.	:
	:
VERONICA R. MASISAK,	:
Defendant.	:

No. 07-1953-CD

RULE RETURNABLE

NOW, this 4th day of September 2009, upon consideration of Preliminary
Objections to Plaintiff's Amended Complaint, a Rule is hereby issued upon the Plaintiff, Action
Management, Inc. to show cause why the Preliminary Objections should not be granted. Rule
Returnable for hearing on said Preliminary Objections to be held on the 5th day of
October, 2009, at 10:00 o'clock A. m. in Courtroom No. 1 of the
Clearfield County Courthouse.

BY THE COURT,


President Judge

FILED 300
012:2264
SEP 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

(60)

FILED

SEP 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/8/09

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

ACTION MANAGEMENT, INC.)
)
Plaintiff,) No. 07-1953-CD
vs.)
)
VERONICA R. MASISAK)
)
Defendant.)

MOTION TO CONTINUE RULE RETURNABLE

1. Defendant filed Preliminary Objections to Plaintiff's Amended Complaint.
2. On September 4, 2009, a Rule was issued upon Plaintiff to show cause why the Preliminary Objections should not be granted.
3. Rule Returnable for hearing on said Preliminary Objections is scheduled for October 5, 2009 at 10:00 AM in Courtroom No. 1.
4. Defendant's Counsel is respectfully requesting a continuance because he is scheduled to be in Wyoming for a continuing legal education course.
5. Defendant's Counsel signed up for the course and paid a portion of the non-refundable tuition before the Rule was issued.

Respectfully Submitted,

JEFFREY L. SUHER, P.C.

Jeffrey L. Suher, Esquire
Pa. I.D. # 74924

⁵ FILED NOCC
m/10:4834
OCT 02 2009
William A. Shaw
Prothonotary/Clerk of Courts

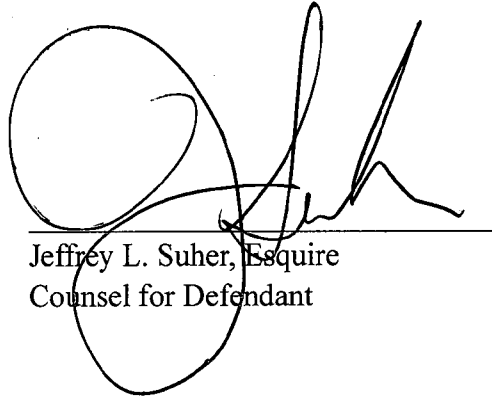
4328 Old Wm Penn Hwy, Ste 2J
Monroeville, PA 15146
412-374-9004
412-374-0799 (fax)
lawfirm@jeffcanhelp.com

JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

I, Jeffrey L. Suher, Esquire hereby certify that service of the foregoing Motion to Continue Rule Returnable was made upon Defendant by facsimile and by mailing, first class, postage prepaid, a true copy to the office of its attorney of record, Frederick M. Neiswender, Esquire on September 30, 2009 at the following address:

Frederick M. Neiswender
Neiswender & Kubista
211 1/2 North Second Street
Clearfield, PA 16830



Jeffrey L. Suher, Esquire
Counsel for Defendant

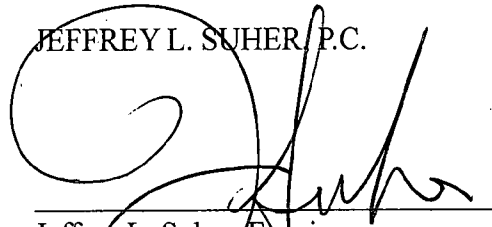
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ACTION MANAGEMENT, INC.)	
)	
Plaintiff,)	No. 07-1953-CD
vs.)	
)	
VERONICA R. MASISAK)	
)	
Defendant.)	

CERTIFICATE OF SERVICE OF RULE RETURNABLE

Respectfully Submitted,

JEFFREY L. SUHER, P.C.



Jeffrey L. Suher, Esquire

Pa. I.D. # 74924

4328 Old Wm Penn Hwy, Ste 2J

Monroeville, PA 15146

412-374-9004

412-374-0799 (fax)

lawfirm@jeffcanhelp.com

JURY TRIAL DEMANDED

FILED
OCT 02 2009
cc
cc
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William A. Shaw
Prothonotary/Clerk of Courts

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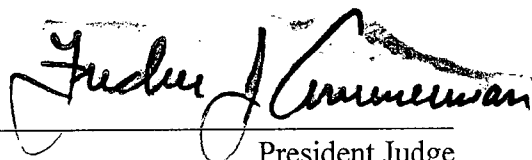
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ACTION MANAGEMENT, INC.)	
)	
Plaintiff,)	No. 07-1953-CD
vs.)	
)	
VERONICA R. MASISAK)	
)	
Defendant.)	

RULE RETURNABLE

NOW, this 5th day of October 2009, upon consideration of Defendant's Motion to Continue Rule Returnable, the Rule Returnable for hearing previously scheduled for October 5, 2009 at 10:00 AM in Courtroom No. 1 is RESCHEDULED for October 27, 2009, at 10:30 o'clock A.m. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT,



President Judge

FILED
OCT 06 2009
Att'y Suber
(60)

5 William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/6/09

- ☒ 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:

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FILED

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OCT 28 2009

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William A. Shaw
Prothonotary/Clerk of Courts

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NPLS W/ENDS

Switch

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BY THE COURT,

Fredrick J. Zimmerman

President Judge

FILED

OCT 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-28-09

☐ 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:

948 Baisden St
APT. 312

1404 T 2nd
16651

CA

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

ACTION MANAGEMENT, INC.,
Plaintiff

vs.

VERONICA R. MASISAK
Defendant

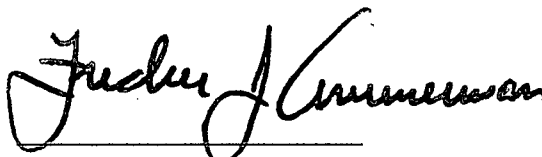
* NO. 2007-1953-CD
*
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*
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*

ORDER

NOW, this 15th day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 1CC Atty's:
9:44 am
MAY 16 2013
Neiswender
J. Suher
68
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 16 2013

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5-16-13

☐ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

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

ACTION MANAGEMENT, INC.,
Plaintiff,

vs.

VERONICA R. MASISAK,
Defendant.

:
:
:
:
:
:
:
:

No. 2007-1953-CD

PRAECIPE TO WITHDRAW AND DISCONTINUE

To the Prothonotary:

Please mark the above captioned matter WITHDRAWN and DISCONTINUED.

05/23/2013
Date

Frederick M. Neiswender
Frederick M. Neiswender, Esquire
Attorney for Plaintiff

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

ACTION MANAGEMENT, INC.,
Plaintiff

vs.


VERONICA R. MASISAK,
Defendant

* NO. 2007-1953-CD
*
*
*
*
*

ORDER

NOW, this 19th day of June, 2013, the Court notes that a Praeipce to Withdraw and Discontinue in the above-captioned case was filed on May 23, 2013 by Frederick M. Neiswender, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 27th day of June, 2013 is **canceled**.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED, CC AH, Neiswender
01/10:29cm
JUN 20 2013 1CC AH, Suter

William A. Shaw
Prothonotary/Clerk of Courts

66

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ACTION MANAGEMENT, INC.

Plaintiff,

v.

VERONICA R. MASISAK

Defendant.

No. 2007-1953-CD

JURY TRIAL DEMANDED

FILED Noel.
m 11:36 am
JUN 24 2013 GK

MOTION TO PARTICIPATE BY TELEPHONE

William A. Shaw
Prothonotary/Clerk of Courts

1. A status conference scheduled for June 27, 2013 at 1:30 PM in Courtroom
No. 1.
2. Defendant's Counsel is respectfully requesting to participate by phone.

Respectfully Submitted,

JEFFREY L. SUHER, P.C.

/s/ Jeffrey L. Suher
Jeffrey L. Suher, Esq.
Pa. I.D. # 74924
4328 Old Wm Penn Hwy, Ste 2J
Monroeville, PA 15146
412-374-9005
412-374-0799 (fax)
jsuherlaw@icloud.com

CERTIFICATE OF SERVICE

I, Jeffrey L. Suher, Esquire hereby certify that service of the foregoing Motion to Participate By Telephone was made upon Plaintiff by mailing, first class, postage prepaid, a true copy to the office of its attorney of record, Frederick M. Neiswender, Esquire on June 19, 2013 at the following address:

Frederick M. Neiswender
Neiswender & Kubista
211 ½ North Second Street
Clearfield, PA 16830

/s/ Jeffrey L. Suher
Jeffrey L. Suher, Esq.
Attorney for Defendant