

07-1995-CD
Comm Fin. Vs Amanda Iraca

FILED

DEC 06 2007

11:50 AM
William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 2007-1995-CV
IN CIVIL ACTION

COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of UNIFUND CCR PARTNERS,
assingee of CITIBANK SOUTH DAKOTA, N.A.
and CHASE BANK USA, N.A.

Plaintiff,

vs.

AMANDA IRACA,

Defendant.

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

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PA I.D. No. 42096
APPLE AND APPLE, P.C.
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Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

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

**COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of UNIFUND CCR PARTNERS,
assingee of CITIBANK SOUTH DAKOTA, N.A.
and CHASE BANK USA, N.A.**

**No.
IN CIVIL ACTION**

-vs- Plaintiff,

AMANDA IRACA,

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504.
2. Defendant, Amanda Iraca, is an individual whose address is 100 Swoope Street, Apt. 213, Curwensville, Clearfield County, Pennsylvania 16833.
3. Citibank South Dakota, N.A., sold an account portfolio to Unifund CCR Partners that included an account of Defendant, and Unifund sold an account portfolio that included Defendant's Citibank account to Plaintiff, as is more specifically shown by true and correct copies of bills of sale, that have been attached hereto as Exhibit "A" and "B".
4. Plaintiff, as purchaser and assignee of Unifund, and as the ultimate purchaser and assignee of Citibank South Dakota, N.A., stands in its assignors' stead for the purposes of Count One of this Complaint.
5. Chase Bank USA, N.A. sold an account portfolio to Unifund CCR Partners that included defendant's Chase Bank USA, N.A. account of Defendant, and Unifund sold an account portfolio that included defendant's Chase account to Plaintiff, as is more specifically shown by true and correct copies of bills of sale, that have been attached hereto as Exhibit "C" and "D".
6. Plaintiff, as purchaser and assignee of Unifund, and as the ultimate purchaser and assignee of Chase Bank USA, N.A. stands in its assignors' stead for the purposes of Count Two of the Complaint.

COUNT ONE-“CITIBANK ACCOUNT”

7. The preceding paragraphs of the Complaint are herein incorporated by reference as if the same were set forth verbatim.
8. At Defendant's specific instance and request, Defendant applied for a credit account with Citibank South Dakota, N.A.
9. Citibank South Dakota, N.A. offered Defendant a revolving open-end credit account, and was issued a credit card for such account, subject to the stated terms and conditions of a written account agreement, a true and correct copy of which has been attached as Exhibit “E”, and incorporated by reference.
10. Plaintiff avers that the Defendant accepted the terms and conditions of the revolving open-credit account contained in the aforesaid written agreement by using the credit account to make purchases and/or to obtain cash advances.
11. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
12. Plaintiff avers that the terms of the Agreement provided for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
13. Plaintiff avers that the balance due amounts to \$13,419.26, as is more specifically shown by Plaintiff's account detail, a true and correct copy of which is attached hereto, marked Exhibit “F” and made a part hereof.
14. Plaintiff avers that the interest has accrued at the rate of 29.99% per annum on the principal balance of \$6,269.71 from October 29, 2005.

15. Per the terms of the agreement, the Defendant agreed to pay Plaintiff's costs of collection of monies owing, including reasonable attorneys' fees, which Plaintiff avers will amount to 25% of the balance due.
16. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount to Plaintiff or any part thereof.

WHEREORE, Plaintiff demands Judgment against Defendant in Count One of the Complaint in the amount of \$13,419.26, with appropriate additional interest from October 29, 2005 plus attorneys' fees and costs.

COUNT TWO-“CHASE BANK USA, N.A.”

17. Plaintiff incorporates herein as if restated verbatim paragraphs 1 through 12.
18. At Defendant's specific instance and request, Defendant applied for a credit account by Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "G" and made a part hereof.
19. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
20. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
21. 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.

22. Plaintiff avers that the principal balance due amounts to \$4,320.01, as is more specifically shown by Plaintiff's account detail, a true and correct copy of which is attached hereto, marked Exhibit "H" and made a part hereof.
23. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

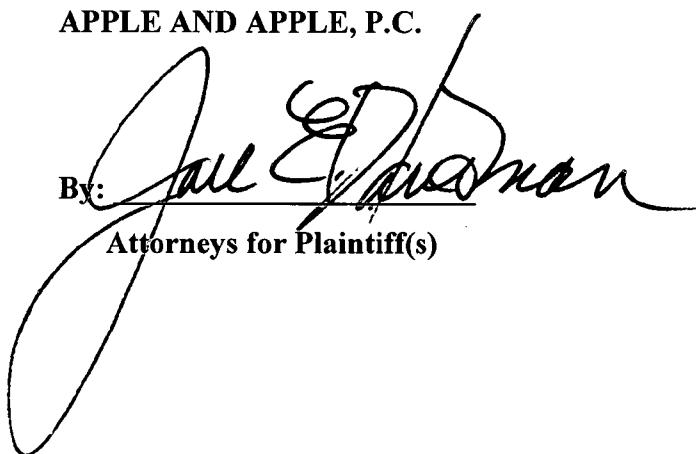
WHEREFORE, Plaintiff demands Judgment against Defendant in Count Two of the Complaint in the amount of \$4,320.01, plus attorneys' fees and costs.

WHEREFORE, Plaintiff demands Judgment against Defendant in all Counts of the Complaint in the amount of \$17,739.27, with appropriate additional interest from August 4, 2006, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By:

Attorneys for Plaintiff(s)

A handwritten signature in black ink, appearing to read "Jill E. Johnson". The signature is fluid and cursive, with "Jill" on the left, "E." in the middle, and "Johnson" on the right.

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of August 26, 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 August 26, 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), N.A.

By: _____

DOUGLAS C. MCKEEON, IV
CFO/Controller
(Signature)
Sioux Falls, SD
(605) 331-2485

Name: _____

Title: _____

Unifund Portfolio A, LLC

By: _____

DRR
(Signature)

Name: _____

Title: _____

David Rosenberg
Member

EXHIBIT A



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 October 26, 2005 (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 October 26, 2005

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By David Rosenberg
David Rosenberg
President

For Unifund Use ONLY

| Client # | PID | CID # |
|----------|-----|-------|
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EXHIBIT B

EXHIBIT A

BILL OF SALE

Chase Bank USA, N.A. (as successor through merger with Bank One, Delaware, N.A.) ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated January 26, 2006 between Seller and Unifund Portfolio A, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Cut-off Date of May 12, 2006 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on May 19, 2006 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A.
ABA #021000021
Beneficiary Name: Chase Bank USA, N.A.
Beneficiary Account: #304-255420

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Chase Bank USA, N.A.

By: 

Date: May 15, 2006

Title: Vice President

Unifund Portfolio A, LLC

By: 

Date: May 15, 2006

Title: Member

EXHIBIT E

CERTIFICATION OF CORPORATE SECRETARY OF
CHASE BANK USA, N.A.

I, Andrew Semmelman, as Secretary of Chase Bank USA, N.A., a national banking association, a wholly owned subsidiary of JPMorgan Chase & Co., do hereby certify that Banc One Corporation, an Ohio corporation, acquired First USA Bank, a bank organized under the laws of the State of Delaware, on June 27, 1997. First USA Bank converted to a national banking association, under the name "First USA Bank, N.A.," on July 1, 1998. First Chicago NBD Corporation ("First Chicago") and Banc One Corporation merged to form Bank One Corporation, a Delaware corporation, on October 2, 1998. On September 17, 1999, First USA Bank, N.A. merged with and into First Chicago's credit card bank subsidiary FCC National Bank, with the surviving bank taking the name "First USA Bank, N.A." On September 30, 2002, that bank changed its name to "Bank One, Delaware, N.A." At that time, "First USA" was registered as a "doing business as" or "d/b/a" name in many states throughout the United States of America. JPMorgan Chase & Co. ("JPMC") acquired Bank One Corporation on July 1, 2004. Bank One, Delaware, N.A. merged with and into JPMC's credit card bank subsidiary Chase Manhattan Bank USA, N.A. on October 1, 2004. Chase Manhattan Bank USA, N.A. changed its name to Chase Bank USA, N.A. on March 1, 2005.

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, and the seal of this institution this 21st day of March, 2006, and attest that, to the best of my knowledge, this information is correct.

Andrew T. Semmelman

Andrew T. Semmelman
Secretary

State of Delaware
County of New Castle

This certificate was acknowledged before me on this 21st day of March, 2006, by
Andrew Semmelman as Secretary of Chase Bank USA, N.A.

Carol J. Steers
(Signature of notarial officer)

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 December 8, 2003 (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 8 dec 2003

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By David Rosenberg
David Rosenberg
President



For Unifund Use ONLY

| Client # | PID | CID # |
|----------|-----|-------|
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EXHIBIT D

CARD AGREEMENT

This Card Agreement, which includes your card carrier, is your contract with us and governs the use of your card and account. The card carrier contains important account information, including your annual percentage rates and the amount of any membership fee. Please read and keep these documents for your records.

FACTS ABOUT RATES AND FEES

For complete information about these facts, please see the related sections in this Card Agreement.

RATES—FINANCE CHARGES

Purchase and Cash Advance APRs: See card carrier. All APRs based on the Prime Rate may vary each billing period.

Default APR: See card carrier. The Default APR equals the Prime Rate plus up to 23.99%, or up to 28.99%, whichever is greater. All APRs may automatically increase up to the Default APR if you fail to make a payment to us when due, exceed your credit line, or make a payment to us that is not honored.

Minimum Finance Charge: \$0.50.

TRANSACTION FEES—FINANCE CHARGES

Balance Transfer Fee: 3% of each balance transfer, \$5 minimum, \$75 maximum.

Purchases Made in a Foreign Currency Fee: 3% of each purchase after its conversion into U.S. dollars.

Cash Advance Fee: 3% of each cash advance, \$5 minimum.

OTHER FEES

Late Fee: \$15 on balances up to \$100; \$29 on balances of \$100 up to \$250; \$39 on balances of \$250 and over.

Over-the-Credit-Line Fee: \$39.

Annual Membership Fee: See card carrier.

Returned Payment Fee: \$39.

Returned Convenience Check Fee: \$39.

Stop Payment on Convenience Check Fee: \$39.

Rates, fees, and terms may change: We may change the rates, fees, and terms of your account at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

E X H I B I T E

Definitions

account: the relationship established between you and us by this Card Agreement.

APR: annual percentage rate.

authorized user: any person you allow to use your account.

card: one or more cards or other account access devices, including account numbers, that we issue to you to obtain credit under this Card Agreement.

Card Agreement (or Agreement): this document and the card carrier.

we, us, and our: Citibank (South Dakota), N.A., the issuer of your account.

you, your, and yours: the person who applied to open the account and any other person responsible for complying with this Agreement, including the person to whom we address billing statements.

Your Account

You agree to use your account in accordance with this Agreement. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of the card. You must pay us for all amounts due on your account as specified in this Agreement. Your account must only be used for lawful transactions.

Authorized Users: You may allow authorized users to use your account. You may request additional cards for authorized users. You must pay us for all charges made by authorized users even if you did not intend to be responsible for those charges. You must notify us to revoke any permission you give to an authorized user to use a card or to use your account.

Credit Line: Your initial credit line appears on the card carrier. The full amount of your credit line is available to buy or lease goods or services where the card is honored. Part of your credit line, called the cash advance limit, is available for cash advances. We may change your credit line or cash advance limit at any time for any reason. We will notify you of any change, but the change may take effect before you receive the notice. The total balance on your account, including periodic finance charges and fees, must always remain below the credit line. However, if the total balance exceeds your credit line you must still pay us. If your account has a credit balance, we may reduce the credit balance by any new charges on your account. You may not maintain a credit balance in excess of your credit line.

Billing Statement: Your billing statement shows the total balance, periodic finance charges, fees, minimum amount

due, and payment due date. It also shows your current credit line and cash advance limit; an itemized list of current charges, payments and credits; a rate summary; and other important information. We deliver a statement to only one address. You must notify Customer Service of a change in address. If we deem your account uncollectible or institute collection proceedings by sending it to an outside agency or attorney for collection, we may stop sending you statements. Periodic finance charges and fees continue to accrue even if we stop sending statements.

The total amount you owe us appears as the New Balance on the billing statement. To determine the New Balance we begin with the total balance at the start of the billing period. We add any purchases or cash advances and subtract any credits or payments credited as of that billing period. We then add any periodic finance charges or fees and make other adjustments.

APRs

APRs Based on Prime: We calculate any APR based on the U.S. Prime Rate ("Prime Rate") by adding the applicable amount that appears on the card carrier to the Prime Rate. For each billing period we use the Prime Rate published in *The Wall Street Journal* two business days prior to the Statement/Closing Date for that billing period. If *The Wall Street Journal* does not publish the Prime Rate, we may substitute a similar published rate. A change in an APR due to a change in the Prime Rate takes effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rate that may apply.

Default Rate: All your APRs may increase if you default under any Card Agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored. In these circumstances, we may automatically increase your APRs (including any promotional APRs) on all balances to the Default APR, which equals the Prime Rate plus up to 23.99%, or up to 28.99%, whichever is greater. Factors considered in determining your Default APR may include how long your account has been open, the timing or seriousness of a default under any Card Agreement that you have with us, or other indications of account performance. The Default APR takes effect as of the first day of the billing period in which you default. We may lower the APR for new purchases and/or cash advances if you meet the terms of all Card Agreements that you have with us for six consecutive billing periods. Existing balances remain subject to the Default APR until paid in full, unless we tell you otherwise.

Effect of APR Increases: If an APR increases, periodic finance charges increase and your minimum payment may increase.

Periodic Finance Charges Based On APRs

Periodic Finance Charges: Periodic finance charges are finance charges that are added to your account when we apply the applicable APR to the balances on your account. We calculate periodic finance charges separately for each balance subject to different terms, for example, standard purchases, standard cash advances, and each promotional offer. The total periodic finance charge for the billing period equals the daily periodic finance charges for each balance for each day in the billing period. This method of calculating periodic finance charges results in daily compounding of finance charges.

When Periodic Finance Charges Begin to Accrue: Periodic finance charges begin to accrue on a charge from the date it is added to the daily balance and continue to accrue until payment in full is credited to your account. (Charges include purchases, balance transfers, cash advances, transaction fees, other fees, and any minimum finance charge.) You can avoid periodic finance charges on purchases (excluding balance transfers) that appear on your current billing statement if you paid the New Balance on the last statement by the payment due date on that statement and you pay your New Balance by the payment due date on your current statement. If you made a balance transfer, you may be unable to avoid periodic finance charges on new purchases, as described in the balance transfer offer.

Calculation of Periodic Finance Charges:

- For each balance, we multiply the daily balance by the applicable daily periodic rate. We do this for each day in the billing period. A daily periodic rate is the applicable APR divided by 365. A billing period begins on the day after the Statement/Closing Date of the previous billing period and includes the Statement/Closing Date of the current billing period.
- To get the daily balance, we take the beginning balance for each balance every day (including unpaid periodic finance charges from previous billing periods), add any new charges, and any periodic finance charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero.
- We add a charge to the daily balance as follows: We add a purchase to the appropriate balance as of the Sale Date on the billing statement. We add a balance transfer or cash advance to the appropriate balance as of the Post Date on the statement. We add any transaction fees for purchases,

balance transfers, or cash advances to the same balance as the transaction as of the same date the transaction is added to the daily balance. The Post Date is the date we receive your request for the balance transfer or cash advance, including request that we complete a balance transfer or cash advance convenience check for a specific amount. If you send a balance transfer or convenience check directly to someone, the Post Date is the date we receive the check for payment.

• To get the total periodic finance charge, we add up all of the daily periodic finance charges for each balance for each day in the billing period.

• For each balance, the Balance Subject to Finance Charge on the statement is the average of the daily balances during the billing period. If you multiply this figure for each balance by the number of days in the billing period and by the applicable daily periodic rate, the result is the periodic finance charges assessed for that balance, except for minor variations caused by rounding.

Minimum Finance Charge: If the periodic rate finance charge would otherwise be less than \$0.50, we assess a minimum FINANCE CHARGE of \$0.50. We add the amount to any balance that is assessed a finance charge.

Transaction Fees

Transaction Fees and APRs: if you are assessed a transaction fee for a balance transfer, a purchase made in a foreign currency, or a cash advance, the transaction fee will cause the APR on the billing statement on which the transaction first appears to exceed your nominal APR.

Transaction Fee for Balance Transfers: You obtain a balance transfer if you obtain funds through a balance transfer check or transfer a balance without using a cash advance convenience check. We treat balance transfers as purchases unless otherwise provided in this Agreement. For each balance transfer we add an additional FINANCE CHARGE of 3% of the amount of the balance transfer, but not less than \$5 or more than \$75.

Transaction Fee for Purchases Made in a Foreign Currency: For each purchase made in a foreign currency we add an additional FINANCE CHARGE of 3% of the purchase amount after its conversion into U.S. dollars.

Transaction Fee for Cash Advances: You obtain a cash advance if you obtain funds through an automated teller machine (ATM), convenience check, home banking, or financial institution; make a wire transfer; obtain a money order, traveler's check, lottery ticket, casino chip, or similar item; or engage in a similar transaction. For each cash

advance we add an additional **FINANCE CHARGE** of 3% of the amount of the cash advance, but not less than \$5.

Other Fees

Late Fee: We add a late fee to the standard purchase balance for each billing period you fail to pay, by its due date, the Minimum Amount Due (less the Amount Over Credit Line shown on your billing statement). This fee is based on your account balance as of the payment due date. It is: \$15 on balances up to \$100, \$29 on balances of \$100 up to \$250, and \$39 on balances of \$250 and over.

Over-the-Credit-Line Fee: We add a \$39 fee to the standard purchase balance if your account balance exceeds your credit line at any time during the billing period. We add this fee even if transactions we authorize or periodic finance charges, fees, and other charges you incur are a reason the account balance exceeds your credit line. We add this fee even if the account balance falls below your credit line by the end of the billing period.

Annual Membership Fee: We add any applicable annual membership fee to the standard purchase balance. This fee is non-refundable unless you notify us to cancel your account within 30 days of the mailing or delivery date of the billing statement on which the fee is billed.

Returned Payment Fee: We add a \$39 fee to the standard purchase balance if a payment check or similar instrument is not honored or is returned because it cannot be processed, or if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Returned Convenience Check Fee: We add a \$39 fee to the standard advance balance if we decline to honor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the cash advance limit or credit line, if you default, if you did not comply with our instructions regarding the check, or if your account has been closed.

Stop Payment on Convenience Check Fee: We add a \$39 fee to the standard advance balance if we honor your request to stop payment on a convenience check. To stop payment on a convenience check write us at P.O. Box 6500, Sioux Falls, South Dakota 57117, or call the Customer Service number on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for 6 months unless renewed in writing.

Balance Transfer Checks and Convenience Checks: Each check must be in the form it was issued and used according

to any instructions we give. The checks must not be used to pay an amount owed us under this or another Card Agreement that you have with us. We do not certify these checks or return any such checks that have been paid.

Information on Foreign Currency Conversion Procedures

If you make a transaction in a foreign currency, other than a cash advance made at a branch or ATM of one of our affiliates, MasterCard, Visa or American Express, depending on which card is used, converts the amount into U.S. dollars as follows:

- MasterCard complies with its foreign currency conversion procedures then in effect. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing date. Such rate is either a wholesale market rate or the government-mandated rate.
- Visa complies with its foreign currency conversion procedures then in effect. Visa currently uses a conversion rate in effect on its applicable central processing date. Such rate is either a rate it selects from the range of rates available in wholesale currency markets, which may vary from the rate it receives, or the government-mandated rate.
- American Express complies with its foreign currency conversion procedures then in effect. Unless a particular rate is required by applicable law, the rate used by American Express shall be the highest interbank rate selected on the business day prior to the day on which the transaction is processed by American Express.

If a cash advance is made in a foreign currency at a branch or ATM of one of our affiliates, the amount is converted into U.S. dollars by our affiliate in accordance with its foreign currency conversion procedures then in effect. Our affiliate currently uses a conversion rate in effect on its applicable processing date. Such rate is either a mid-point market rate or the government-mandated rate.

The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the Sale or Post date on your billing statement for that transaction.

If a transaction is converted by a third party prior to such transaction being processed by MasterCard, Visa, or American Express, the foreign currency conversion rate for that transaction will be the rate selected by that third party.

Payments

Minimum Amount Due: Each month you must pay at least the Minimum Amount Due by the payment due date. The

sooner you pay the New Balance, the less you will pay in periodic finance charges.

To calculate the Minimum Amount Due, we begin with any past due amount and add any amount in excess of your credit line. We then add the largest of the following:

- The New Balance on the billing statement if it is less than \$20;
- \$20 if the New Balance is at least \$20;
- 1% of the New Balance (which calculation is rounded down to the nearest dollar) plus the amount of your billed finance charges and any applicable late fee; or
- 1.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Amount Due never exceeds the New Balance. In calculating the Minimum Amount Due, we may subtract from the New Balance certain fees added to your account during the billing period.

Application of Payments: We apply payments and credits to low APR balances before higher APR balances. That means your savings will be reduced if you make transactions that are subject to higher APRs.

Payment Instructions: Payments are credited in accordance with the payment instructions on the billing statement. You must pay us in U.S. dollars using a check, similar instrument, or automatic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept late or partial payments, and payments that reflect "paid in full" or other restrictive endorsements, without losing our rights. We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any costs incurred in processing your payment, or we may bill you separately for such costs.

Optional Pay by Phone Service: You may request to make your payment by phone using our optional Pay by Phone Service. Each time you make such a request, you agree to pay us the amount shown in the Pay by Phone section on the back of the billing statement. Our representatives are trained to tell you this amount if you decide to use this optional Pay by Phone Service.

Credit Reporting

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may appear on your credit report. If you request cards on your account for others, we may report account information in the names of those other

people as well. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know which agencies we contacted, write us at the Customer Service address on the billing statement.

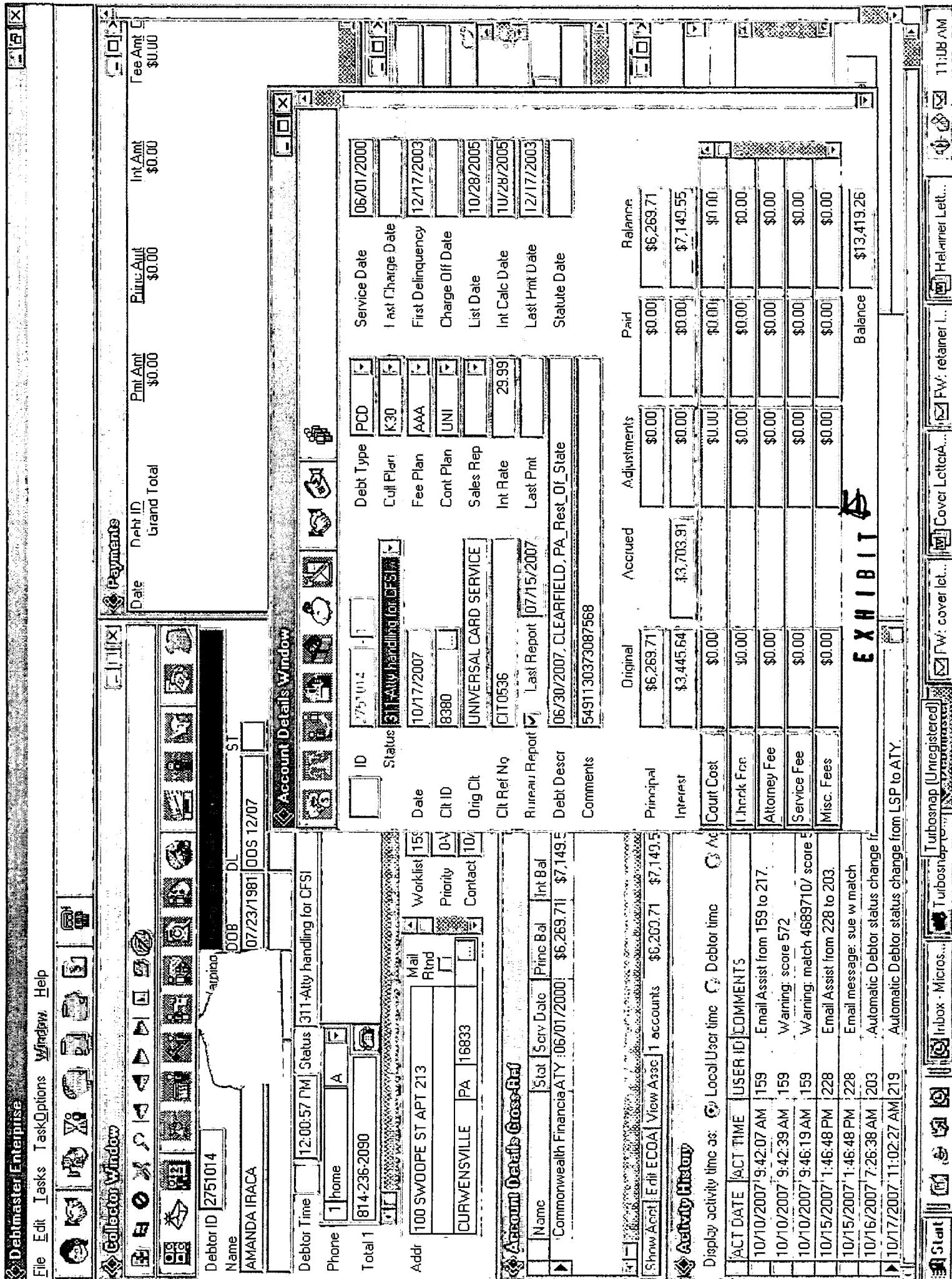
If you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address on the billing statement. We will promptly investigate the matter and if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will tell you in writing or by telephone and tell you how to submit a statement to those agencies for inclusion in your credit report.

Changes to this Agreement

We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. Changing terms includes adding, replacing, or deleting provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment 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. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the total balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Default

You default under this Agreement if you fail to pay the Minimum Amount Due by its due date; exceed your credit line; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; file for bankruptcy; or default under any other Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance. If you gave us a security interest in a Certificate of Deposit, we may use the deposit amount to pay any amount you owe.



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CardMember Services

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Terms of Use

These Terms of Use state the terms and conditions that govern your use of CardMemberServices.com ("Online Banking") offered by First USA ("FUSA"). When you use or access, or permit any other person (s) to use or access Online Banking, you agree to the terms and conditions of these Terms of Use. FUSA may amend or change these Terms of Use (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail (sent to your address as it appears on your account records) or by posting the updated terms on the sites within Online Banking (the "Site(s)"). Please access and review these Terms of Use regularly. If you find the Terms of Use unacceptable to you at any time, please discontinue your use of Online Banking.

These terms and conditions are in addition to those that apply to any accounts you may have with FUSA. Where appropriate, please review those specific terms and conditions.

As used in these Terms of Use, "you" or "your" refers to each person (s) subscribing to, using or accessing Online Banking; "Card" refers to your FUSA issued credit or debit card; and "we", "us", or "our" refers to FUSA and any agent, independent contractor, designee, or assignee FUSA may, at its sole discretion, involve in the provision of Online Banking.

Online Banking.

Online Banking is an online financial services website offering a variety of content, products and services. FUSA grants to you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use the Sites. You agree not to use Online Banking for any other purpose, including commercial purposes, such as co-branding, framing or linking, without the FUSA's prior written consent.

Fees.

General access to Online Banking will be provided to you free of charge. However, you may incur fees if you use or obtain some of the products or services available through Online Banking. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service.

Equipment.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, and Internet access services necessary to use or access any aspect of Online Banking. FUSA will not be responsible for any errors or problems that arise from the malfunction or failure of your hardware, software, or any Internet access services.

Limitation of Access.

We may terminate, suspend or limit your access privileges to Online Banking, in whole or in part, in our sole discretion, at any time without prior notice.

Account Information and Password Protection.

To prevent unauthorized access to your accounts and to prevent unauthorized use of Online Banking, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts to any person not authorized to access your accounts. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your

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G

E X H I B I T

overdraft protection credit line, or draws on your credit card account. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person (s) or entity to use Online Banking or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities authorized from your accounts. If you believe someone may attempt to use or has used Online Banking without your permission, or that any other unauthorized use of your Card numbers, account numbers, PINs, User IDs and Passwords or security breach has occurred, you agree to immediately notify us by calling 1-800-482-3675 during normal customer service hours.

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Compliance.

In addition to these Terms of Use, you agree to comply with all applicable account agreements, including, without limitation, the Credit Card Agreement that you received when opening your credit card account and with all applicable State and Federal laws and regulations. In the event of a conflict between the terms of these Terms of Use and your applicable account agreements with us, the terms of your account agreement will control.

Damages.

THESE TERMS OF USE STATE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY AS IT RELATES TO ONLINE BANKING. IN NO EVENT SHALL FUSA OR ITS AFFILIATES BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO ANY ACCESS TO OR USE OF ONLINE BANKING, OR THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, EQUIPMENT, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

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those sites. In addition, each third party site may provide less security than FUSA and have a privacy policy different than that of FUSA. Your access, use and reliance upon such content, products or services is at your own risk.

Choice of Law/Successors.

These Terms of Use and its enforcement shall be governed by the laws of the State of Illinois, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s) accessed via Online Banking shall be governed by laws of the applicable account agreements.

Dispute Resolution*.

Any claim, dispute, or controversy ("Claim") you have against us or our respective employees, agents, or assigns, or we have against you, arising from or related in any way to these Terms of Use, including claims regarding the application of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum under the Code of Procedure in effect at the time the claim was filed. Rules and forms of the National Arbitration Forum may be obtained and claims made may be filed at any National Arbitration Forum Office, www.arpforum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place in Chicago, Illinois. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to which ownership of your account may be assigned after default (unless the party elects to arbitrate.) Nothing in these Terms of Use shall be construed to prevent our or your use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or other prejudgment or provisional remedy relating to any collateral, security, or property interests for contractual debts now or hereinafter owned by either party to the other, under these Terms of Use.

EXCEPT AS OTHERWISE PROVIDED ABOVE, YOU AND WE AGREE TO WAIVE ANY RIGHT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL AND THE OPPORTUNITY TO LITIGATE CLAIMS IN COURT, BEFORE EITHER A JUDGE OR JURY OR TO PARTICIPATE IN A LAWSUIT OR BE REPRESENTED BY OTHERS IN COURT (INCLUDING CLASS ACTIONS).

*AARP Cardmembers are not subject to arbitration as it relates to Dispute Resolution. Please refer to your Cardmember agreement for your dispute resolution process.

Indemnity.

You acknowledge and agree that you are personally responsible for your conduct while using Online Banking and agree to indemnify and hold FUSA and its affiliates and their officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of Online Banking or your violation of these Terms of Use or the rights of any third party.

Risk Of Loss.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Miscellaneous Terms.

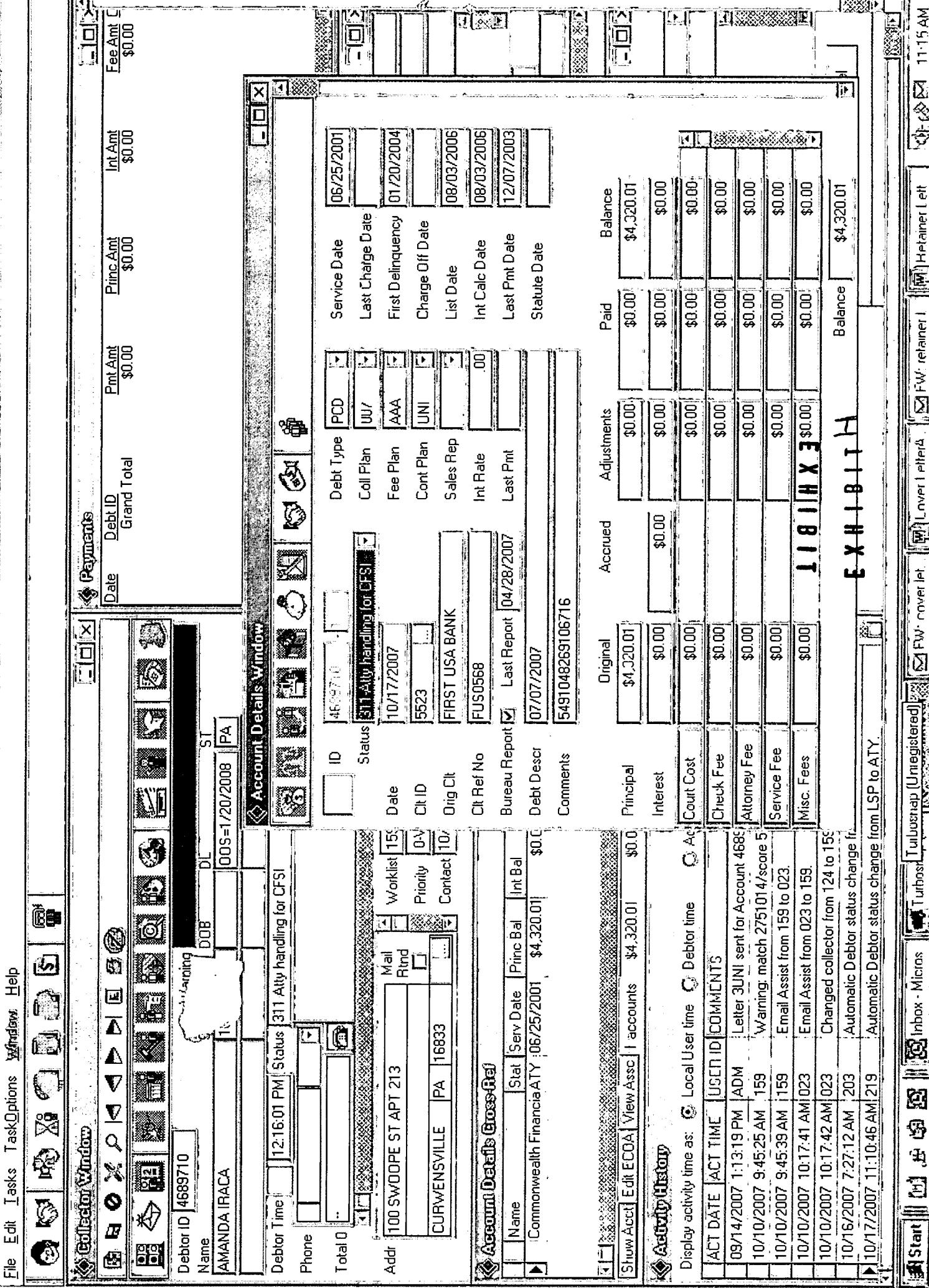
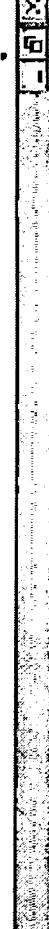
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AFFIDAVIT

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.

Date:

11-15-07


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No.

108351

CFSI File No.

2751014 E
4689710

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., and CHASE
BANK USA, N.A.,

Plaintiff

vs.

AMANDA IRACA,
Defendant

*
*
*
*
*
*
* NO.: 07-1995-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary
* Objections
*
*
* Filed on Behalf of: Amanda Iraca
*
* 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

William A. Shaw
Prothonotary/Clerk of Courts

3 CPO to AMR

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., :
and CHASE BANK USA, N.A., :
Plaintiff : Civil Action
vs. : No. 07-1995-CD
AMANDA IRACA, :
Defendant :
:

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Amanda Iraca, 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. Iraca's specific account.

4. Plaintiff filed a two count Complaint demanding damages in the amount of \$13,419.29 plus attorney fees and costs in the first count and \$4,329.01 plus attorney fees and costs in the second count.

5. Plaintiff has failed to attach to the Complaint a written contract signed or dated by the 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

1-22-08
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., and CHASE
BANK USA, N.A.,

Plaintiff

vs.

AMANDA IRACA,
Defendant

*
*
*
*
*
*
*
* NO.: 07-1995-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of
Service
*
*
* Filed on Behalf of: Amanda Iraca
*
* 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
01/21/2008
JAN 30 2008
Atty Foor
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., :
assignee of CHASE BANK USA, N.A., :
: Plaintiff : Civil Action
: vs. : No. 07-1995-CD
: :
: AMANDA IRACA, :
: :
: Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 23rd day of January, 2008, I served a copy of the Preliminary Objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Joel E. Hausman, Esquire
APPLE AND APPLE, P.C.
4650 Baum Boulevard
Pittsburgh, PA 15213



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

COMMONWEALTH FINANCIAL SYSTEMS,
INC., *assignee of UNIFUND CCR PARTNERS,*
assignee of CITIBANK SOUTH DAKOTA, N.A.,
and CHASE BANK USA, N.A.,

1995
NO.: 07-0995-CD

IN CIVIL ACTION

Plaintiff,

vs.

AMANDA IRACA,

Defendant.

ORDER OF COURT

COUNSEL OF RECORD
FOR THE PLAINTIFF:

*Charles F. Bennett, Esq.
Joel E. Hausman, Esq.
Apple and Apple, P.C.
4650 Baum Boulevard
Pittsburgh, PA 15213
Attorneys for Plaintiff*

COUNSEL OF RECORD
FOR THE DEFENDANT:

*Robin Jean Foor, Esq.
PA I.D. No. 41520
Mid-Penn Legal Services, Inc.
211 East Locust Street
Clearfield, PA 16839
Tel.: (814) 765-9646*

FILED 3cc
01/01/2001 Atty Foor
MAR 19 2001

William A. Shaw
Prothonotary/Clerk of Courts

(G10)

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.,
and CHASE BANK USA, N.A.,

NO.: 07-0995-CD

IN CIVIL ACTION

Plaintiff,

vs.

AMANDA IRACA,

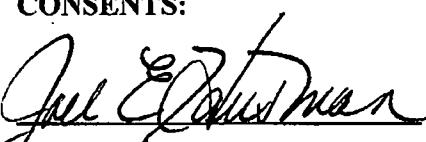
Defendant.

ORDER OF COURT

AND NOW, to-wit; this 19th day of March, 2008, after review and consideration, Defendant's Preliminary Objections are *Sustained*, and Plaintiff's Complaint is stricken for lack of conformity to law or rules of court.

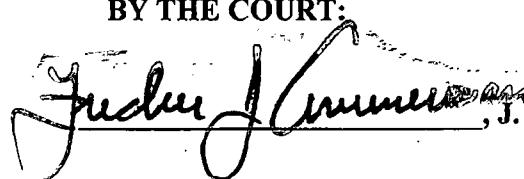
It is therefore ORDERED, ADJUDGED, and DECREED that within 90 days of this date Plaintiff shall file an Amended Complaint in conformity to Pa. R.C.P. No. 1019(a) and Pa. R.C.P. No. 1019(i), or Plaintiff shall discontinue the instant action against the Defendant.

CONSENTS:


Joel E. Hausman, Esquire
Apple and Apple, P.C.
Attorneys for Plaintiff

BY THE COURT:


Robin Jean Foor, Esquire
Mid-Penn Legal Services, Inc.
Attorneys for Defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103518
NO: 07-1995-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee
vs.
DEFENDANT: AMANDA IRACA

SHERIFF RETURN

NOW, December 21, 2007 AT 9:30 AM SERVED THE WITHIN COMPLAINT ON AMANDA IRACA DEFENDANT AT 100 SWOOP ST., APT. 213, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMANDA IRACA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
08/15/08
APR 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|--------|---------|--------|
| SURCHARGE | APPLE | 17441 | 10.00 |
| SHERIFF HAWKINS | APPLE | 17441 | 23.82 |

Sworn to Before Me This

Day of 2007

So Answers,

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

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

NO.: 2007-01995-CD

IN CIVIL ACTION

vs.

AMANDA IRACA,

Defendant.

FILED 1cc + 1 Cert of
m/12:00pm disc issued to
AUG 08 2008 Atty Hausman
LAW
William A. Shaw
Prothonotary/Clerk of Courts
Copy to C/A

PRAECIPE TO DISCONTINUE
WITHOUT PREJUDICE

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

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

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.
and CHASE BANK USA, N.A.,

NO.: 2007-01995-CD

IN CIVIL ACTION

Plaintiff,
vs.

AMANDA IRACA,

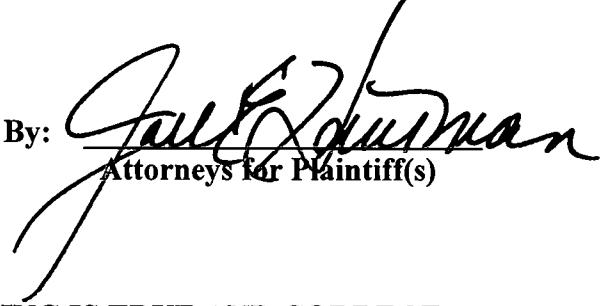
Defendant.

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

At the direction of the undersigned counsel for the above-named Plaintiff you are hereby kindly requested to mark the above-captioned matter discontinued without prejudice the upon the records of the Court.

APPLE AND APPLE, P.C.

Dated: 4 Aug 08

By: 
Attorneys for Plaintiff(s)

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT
STATEMENT OF THE ABOVE CASE.

THIS STATEMENT IS MADE SUBJECT TO THE
PENALTIES OF 18 PA. C.S. §4904 RELATING TO
UNSWORN FALSIFICATIONS TO AUTHORITIES.

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.
and CHASE BANK USA, N.A.,

NO.: 2007-01995-CD

IN CIVIL ACTION

Plaintiff,

vs.

AMANDA IRACA,

Defendant.

CERTIFICATION OF SERVICE

I hereby certify that I am this day serving a true and correct copy of the attached or foregoing document upon the person(s) and in the manner indicated below:

Service by first class mail, postage prepaid and addressed as follows:

Robin Jean Foor, Esq.
MIDPENN LEGAL SERVICES
211 East Locust Street
Clearfield, PA 16830

Dated: 4 Aug 18

By: Jill Edwards

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

copy

**Commonwealth Financial System, Inc.
Unifund CCR Partners
Citibank South Dakota N.A.
Chase Bank USA N.A.**

Vs.
Amanda Iraca

No. 2007-01995-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 8, 2008, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Apple & Apple.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of August A.D. 2008.



LM

William A. Shaw, Prothonotary