

08-47-CD

Remit Corp. vs Shelley Wilson

THE REMIT CORPORATION
Laurinda Voelcker, Esquire
36 W. Main St
Bloomsburg, PA 17815
Telephone 570-387-6470
Fax 570-387-6474

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

REMIT CORPORATION,
Plaintiff

vs.

SHELLEY M. WILSON,
Defendant

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:

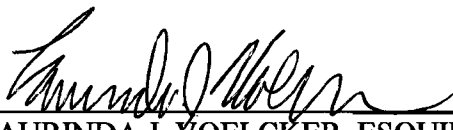
CIVIL-LAW

DOCKET NO. 08-47-CD

PRAECIPE FOR ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of Remit Corporation, Plaintiff, in
the above captioned matter.

Respectfully Submitted,
THE REMIT CORPORATION



LAURINDA J. VOELCKER, ESQUIRE
Attorney For Plaintiff
PA ID # 82706
36 W Main St
Bloomsburg, PA 17815
570-387-6470

FILED

JAN 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

icc Sheriff

icc Atty

Atty pd 95.00

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

REMIT CORPORATION,	:
Plaintiff	:
	:
vs.	: CIVIL-LAW
	:
SHELLEY M. WILSON,	: DOCKET NO.
Defendant	:

NOTICE TO DEFENDANT


TO THE DEFENDANT:

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.

Pennsylvania Lawyer Referral Service
100 South Street, PO Box 186
Harrisburg, PA 17108
800-692-7375
717-238-6807

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
814-765-2641 ext. 50-51


LAURINDA J. VOELCKER, ESQUIRE
Attorney for Plaintiff

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

REMIT CORPORATION,	:
Plaintiff	:
	:
vs.	: CIVIL-LAW
	:
SHELLEY M. WILSON,	: DOCKET NO.
Defendant	:

COMPLAINT

The Plaintiff, Remit Corporation, by and through its attorney Laurinda J. Voelcker, Esquire, hereby files this Complaint of which the following is a statement:

1. The Plaintiff, the Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815.
2. The Defendant, Shelley M. Wilson, is an adult individual residing at 143 Elizabeth Street Ext., Curwensville, Clearfield County, Pennsylvania 16833.
3. Defendant obtained a First USA Bank Visa on or about March 18, 2004, from Bank One (hereinafter "original creditor"), Account number 4147 2010 0210 6045. Bank One was subsequently acquired by Chase Bank USA NA.
4. Defendant used the extended credit leaving an unpaid balance of \$8,379.07, with interest continuing to accrue at 19.99% per annum.
5. Defendant's last payment on this account was made on or about January 5, 2005.

6. To date the balance on the Visa account is \$5,721.99 principal and \$2,657.08 interest for a total of \$8,379.07.

7. On or about July 17, 2007, Remit Corporation purchased the account of Shelley M. Wilson from Action Management Inc., who purchased the account from Unifund CCR Partners on June 27, 2007, the previous owner of this account. The sale includes the transfer of all right, title, and interest in the account to Remit Corporation. A copy of the Affidavit of Indebtedness establishing chain of title is attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.

8. To date the balance due is \$8,379.07.

COUNT I

BREACH OF EXPRESS CONTRACT

9. The above paragraphs are incorporated herein as though more fully set forth at length.

10. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on her account.

11. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$8,379.07.

12. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charged for the same or the costs incurred.

13. Defendant is indebted to the Plaintiff in the amount of \$8,379.07.

Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

14. Defendant's failure to pay is a breach of the express written agreement between the Defendant and original creditor. Pursuant to Pa.R.C.P. No. 1019(i), a copy of this writing is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Shelley M. Wilson in the amount of \$8,379.07 together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT II

BREACH OF IMPLIED CONTRACT

15. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

16. It is averred, in the alternative, in the paragraphs set forth above, if an express contract between original creditor and Defendant did not exist, that a contract implied by fact or implied by law exists.

17. At all times relevant hereto, Defendant was aware that the original creditor was extending credit services to her and that the original creditor expected to be paid for the Defendant's use of this credit.

18. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and she received the same to her benefit.

19. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$8,379.07.

20. In breach of the implied contract, Defendant has failed and refused to pay the outstanding sum for the credit card use and the same is now due and owing.

21. The Defendant has failed and refused to pay the aforementioned sum despite frequent demand to do so.

22. By virtue of Plaintiff's purchase of this account and the assignment of all rights to the Plaintiff, Defendant is indebted to the Plaintiff in the amount of \$8,379.07.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$8,379.07, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERUIT/UNJUST ENRICHMENT

23. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

24. Original creditor provided the extension of credit as set forth above with the expectation of receiving payment for all use of this credit including, but not limited to, purchases, cash advances, balance transfers, fees and interest.

25. The credit extended by original creditor benefited Defendant.

26. The Defendant will be unjustly enriched if she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without

having to make reasonable payment for the value of the benefits received from the original creditor's provision of credit.

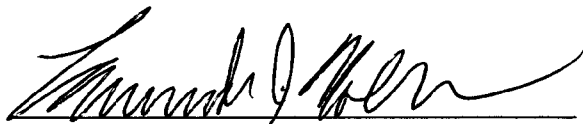
27. The original creditor was not a volunteer in providing the credit services set forth above and the Defendant understood that original creditor was entitled to compensation based upon her use of the credit card.

28. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is \$8,379.07.

29. By virtue of the Plaintiff's purchase of this account along with the assignment of all relevant rights thereto, Plaintiff, Remit Corporation is entitled to \$8,379.07 from the Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$8,379.07, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Laurinda J. Voelcker', written over a horizontal line.

Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-6470

AFFIDAVIT AND ASSIGNMENT

State of Ohio)
County of Hamilton) ss.

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 the statements and representations herein are within her personal knowledge.

There is due and payable from SHELLEY M WILSON, account number 4147201002106045, SSN: _____, as of 08/31/2005, the amount of \$5,721.99. By the terms of the agreement between defendant and the original creditor, interest is accruing at the rate of 6.00 percent per annum.

This account was originated with FIRST USA BANK NA. Unifund CCR Partners purchased this account from Chase Bank USA NA. Said agreement was hereby assigned, transferred and set over unto Action Management Inc. on 06/27/2007 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 within her personal 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 27th day of June, 2007



UNIFUND CCR PARTNERS

By: Kim Kenney Media Manager

10625 Techwoods Circle, Cincinnati, OH 45242
Address

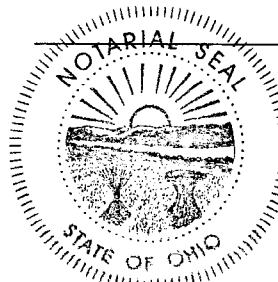
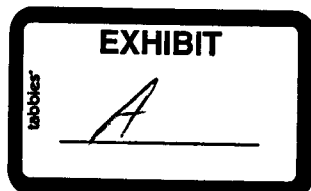
Subscribed and sworn to before me this 27th day of June, 2007 by
Kim Kenney, Media Manager of Unifund CCR Partners.

My commission expires: _____



Client #77

NOTARY SEAL



KAREN WILLIAMS Notary Public
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 19, 2010

AFFIDAVIT AND ASSIGNMENT

State of Pennsylvania
County of Northumberland

Harry S. Strausser, Jr., being sworn, deposes and says that he President of Action Management, Inc., herein called assignor, which is doing business at 58 West Valley Avenue, Elysburg, Pennsylvania, 17824, and that the statements and representations herein are within his personal knowledge.

There is due and payable from WILSON, SHELLEY M, Account number 4147201002106045, SSN [redacted] 12, the amount of \$8,178.66. By the terms of the agreement between defendant and the original creditor, interest is accruing at the rate of 19.99 percent per annum

This account originated with FIRST USA BANK NA. Action Management, Inc. purchased this account from Unifund CCR Partners, who purchased it from Chase Bank USA NA. Said agreement was hereby assigned, transferred and set over unto Remit Corporation on 7/17/2007 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 within his personal 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 Remit Corporation 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.

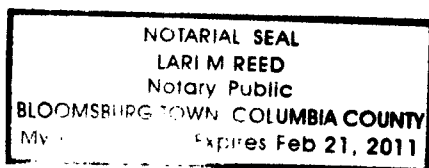
DATED 12-28-07
Harry S. Strausser, Jr.
Action Management, Inc.

By: Harry Strausser, Jr., President

58 West Valley Avenue, Elysburg, Pennsylvania, 17824
Address

Subscribed and sworn before me this [redacted] day of [redacted], 2007 by
Harry Strausser, Jr., President of Action Management, Inc.

Lari M Reed
Notary Public



My commission expires
Feb 21, 2011

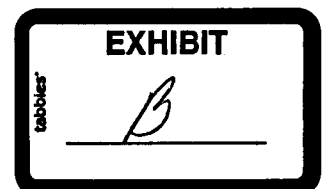


Table of Interest Charges

<p>The Daily Periodic Rate used in determining your Periodic Finance Charge on Purchases and previous billing cycle Purchases (the "Standard Rate") is a variable rate. The Daily Periodic Rate will be calculated on the 30th day (or if that day is not a business day, the next business day) of each month (the "Determination Date") and, subject to the minimum rates described below, will equal 1/36th of the rate (the "Prime Rate") listed in the Money Rates section of The Wall Street Journal, dated the day of the Determination Date, plus (3) a spread of 1.5% for Purchases and (4) a spread of 1.5% for Cash Advances. The Prime Rate is the rate for the 91-day Treasury bill as published in The Wall Street Journal on any day of the month. Then the Daily Periodic Rate will be determined using the highest listed rate. The Prime Rate may be lower than the rate applicable to a particular bank at any given time. If the Prime Rate is not a longer available in The Wall Street Journal, we will use a comparable index and notify you of the change. The new Daily Periodic Rate, as calculated on a Determination Date, will be applied to your Account (including existing balances) and used in the calculation of the Periodic Finance Charge as of the first day of your billing cycle that includes the Determination Date.</p> <p>The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.</p> <p>The Daily Periodic Rate of Periodic Finance Charge and the corresponding ANNUAL PERCENTAGE RATE, determined on the applicable Determination Date, may increase or decrease monthly by reason of an increase or decrease in the Prime Rate. There is no limitation on the amount of any increase or decrease except that the minimum Daily Periodic Rate for Purchases and previous billing cycle Purchases is 0.0370%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 13.49% and the minimum Daily Periodic Rate for Cash Advances is 0.0548%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 19.99%. Any increase or decrease in the Daily Periodic Rate will cause a corresponding increase or decrease in the amount of Periodic Finance Charge assessed and the Minimum Payment Due on your Account.</p> <p>As an example of the variable rate calculation, on December 22, 1999, the Daily Periodic Rate of Periodic Finance Charge for Purchases and previous billing cycle Purchases, and Cash Advances determined in accordance with the foregoing formula would have been 0.0371% and 0.0549% respectively, and the corresponding ANNUAL PERCENTAGE RATE would have been 13.63% and 19.99% respectively.</p> <p>However, if you transferred a balance from another account when you opened this account, the Daily Periodic Rate used in determining your Periodic Finance Charge on purchases and previous billing cycle Purchases, for the first billing cycle following the opening of your Account (the "Introductory Period"), is a fixed rate of 0.0075%, corresponding to an ANNUAL PERCENTAGE RATE of 2.70%. After that the Standard Rate will apply.</p>	
<p>Cash Advance FINANCE CHARGE ATM Cash Advance All Other Cash Advances</p>	<p>5% of Cash Advance (with a minimum of \$5.00) 5% of Cash Advance (with a minimum of \$15.00)</p>
<p>Transaction FINANCE CHARGE</p>	<p>5% of applicable transaction (with a minimum of \$5.00)</p>
<p>Balance Transfer FINANCE CHARGE</p>	<p>5% of applicable transaction (with a minimum of \$5.00 maximum of \$35.00)</p>
<p>Minimum FINANCE CHARGE (if any Finance Charge is payable for a monthly billing cycle)</p>	<p>\$1.00</p>
<p>Annual Membership Fee</p>	<p>None</p>
<p>Other Interest Charges</p>	<p>Late Fee \$29.00 Return Payment Fee \$29.00 Return Convenience Check Fee \$29.00 Overdraft Fee \$29.00</p>
<p>Administrative Fees</p>	<p>Duplicate of Merchandise Sale Slip \$5.00 Duplicate Copy of Monthly Billing Statement \$5.00 Additional Credit Card (in excess of 2) \$5.00</p>

Finance Charge for Late Payment: If you do not pay at least the Minimum Monthly Payment by the Payment Due Date one time during the Introductory Period, the Introductory Period will terminate and the Standard Rate described in the Table of Interest Charges will take effect as of the first day of the billing cycle following your late payment.

If you do not pay at least the Minimum Monthly Payment by the Payment Due Date two times during any 6 month period, the Daily Periodic Rate for all balances will change to an adjusted rate of 0.0606%, corresponding to an ANNUAL PERCENTAGE RATE of 22.99%. The 22.99% APR will take effect as of the first day of the billing cycle following your second late payment.

During any period when a promotional APR ("Promotional Period") is in effect, if you do not pay at least the Minimum Monthly Payment by the Payment Due Date one time during such period, the Promotional Period and promotional APR will terminate and the applicable APR as determined in the Table of Interest Charges will take effect.

If your Daily Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) are increased as described above, it may subsequently be reduced at our discretion as of the first day of the billing cycle commencing after the monthly review date on which it is determined that (i) at least the Minimum Monthly Payment has been received by the Payment Due Date shown on your statement each month during the 6-month period preceding each review date and (ii) your Account was consistently open and eligible to charge during the 6-month period preceding each review date. Account-wide rates are reduced only to a subsequent increase should future payments be missed in the manner described in this section.

INFORMATION SHARING

Affiliate Information Sharing: We may share information related to or derived from transactions and experiences about you and your First USA Bank One relationship among affiliated BANK ONE CORPORATION companies (including First USA Bank, N.A. and others permitted by law to receive it). We may also share other credit, application and any other information with affiliates unless you prohibit us from doing so by writing to us at First USA Bank, N.A., P.O. Box 8851, Wilmington, Delaware 19899-8851. To ensure your selection is properly received, please include name, full address and account number with your request.

Sharing Information With Third Parties: From time to time, we may collect and share information about you with third parties in order to make services to you product and services we think you will like. Before doing so, we will carefully review these companies and their practices to make sure they meet our standards. We may require that you give your consent to these companies by writing to us at First USA Bank, N.A., P.O. Box 8851, Wilmington, DE 19899-8851. Please include your name, address and account number with your request.

FOR MORE INFORMATION ABOUT FIRST USA'S INFORMATION HANDLING POLICIES, VISIT US ON THE WEB AT <http://www.firstusa.com/fo/privacy>.

YOUR BILLING RIGHTS

Keep This Notice For Future Use

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

Notify Us In Case Of Errors Or Questions About Your Bill
 If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 8776, Wilmington, Delaware 19899-8776. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

Your Rights And Our Responsibilities After We Receive Your Written Notice
 We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you do not have to pay. If you do not have to pay, we can apply the amount you are all obligated to pay the rest of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 90 days telling us that you will refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the full history of when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right to stop paying the remaining amount due on the property or services. There are two limitations on this right:

- (1) You must have made the purchase in your home state or, if you within your home state, within 100 miles of your current mailing address; and
- (2) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

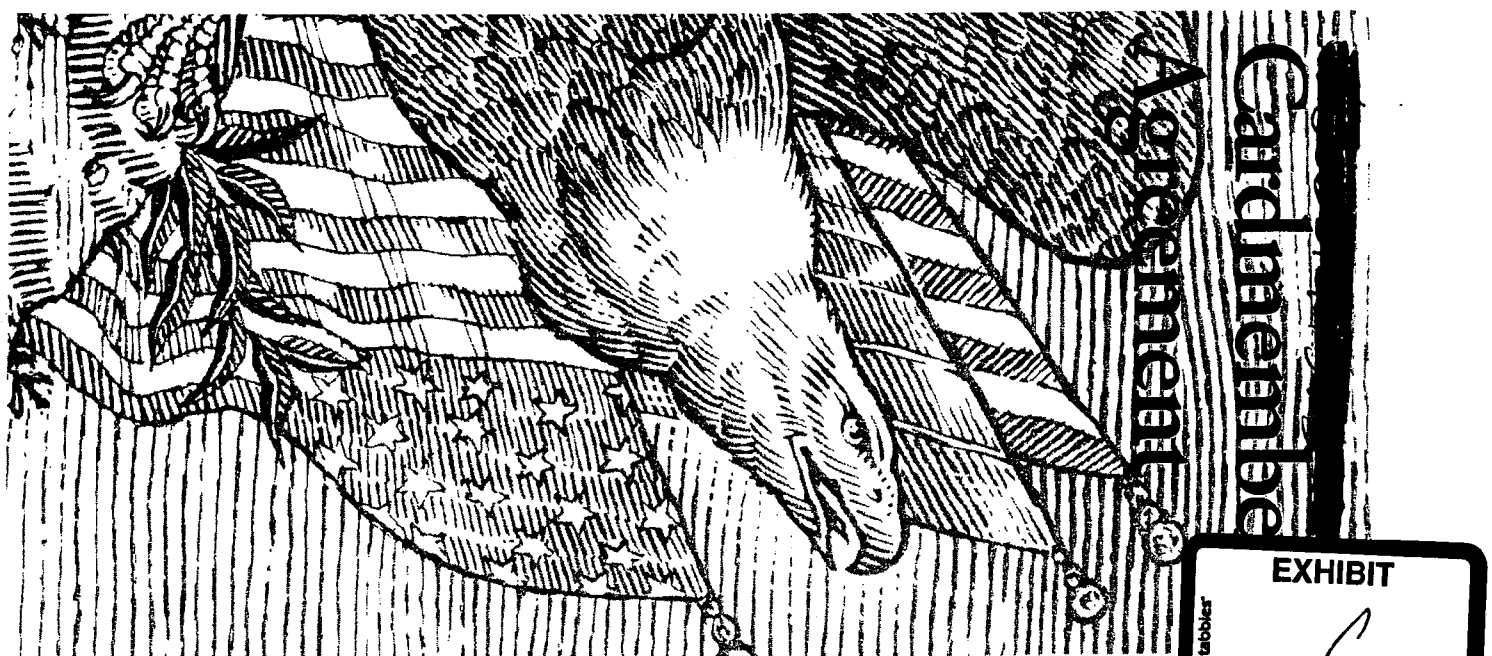


EXHIBIT
 C

...-Acetone (M.A. Reagent) with Eastman

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic Finance Charge on the outstanding balance plus the Finance Charge on new purchases. If you use your Card or Account to do a Balance Transfer, purchase money orders, wire transfers, casino gaming chips or make similar purchases, purchase internet checks or foreign currency other than at a bank, or if you use a Convenience Check, we will charge a one-time Transactional FINANCE CHARGE for each such Balance Transfer. Purchase or check usage in the amount stated in the table of Interest Charges.

[illegible]

Other Interest Charges. In addition to the Finance Charges discussed above, the following interest charges will be applicable to your account:

Annual Membership Fee – You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee for the amount stated in the Table of Interest Charges for the privileges you use under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of your rights under this Agreement, including our right to terminate your Account.

Late fee — We do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged late fee payment for any amount Minimum Monthly Payment which is not paid by the Payment Due Date.

Minimum Payment — If your bank does not honor the check or direct debit you returned to us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or for other reasons, we may charge you a return payment fee in the amount stated in the Table of Interest Charges.

Recurring Overdrafts Check Fee — If we (a) deposit payment on a Convenience Check at your request or (b) receive a Convenience Check deposit from your bank, and the deposit is not for the full amount of your payment, we may charge you a recurring overdraft fee in the amount stated in the Table of Interest Charges.

Return Convenience Check fee — If we receive a Convenience Check from you, and your Account is past due, we may charge you a return convenience check fee in the amount stated in the Table of Interest Charges.

Overdraft Fee — We have the right to charge an overdraft fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

Administrative Fees — If you request photocopies of sales slips or duplicate copies of monthly statements, or

Unless otherwise arranged between us, the annual membership fee and any late, return payment, return come back statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a late billing error is discussed.

direct check, or financial or administrative fee will be added to your Account and treated as a Purchase. **Default/Collection Costs.** Unless otherwise prohibited by applicable law, your account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or Cash Advances in excess of your credit limit; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incarcerated; or (6) we believe in good faith

that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your account) and, in the event we refer your account after you default to an attorney who is not our regularly retained employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account.

minimize your Account or limit your Account privileges (as discussed below).

Arbitration. Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employee, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability 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 is filed. Rules and Forms of the National Arbitration Forum may be

Claime may be filed at any National Arbitration Forum office, www.arbitration.com, or P.O. Box 60913, Minneapolis, Minnesota 55465; telephone 1-800-474-9251. Any arbitration hearing in which you appear will take place at a location within the federal judicial district that includes your billing address at the time that Claim is filed. 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 addendum agreement applies to all Claims now in existence or that may arise in the future except for Claims created by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offset in, bankruptcy or reorganization, liquidation, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for con-

TERMINATION. We may terminate your privileges under this Agreement or limit your right to make purchases or actual access to or interfere with or direct party to the other under our agreement, IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

obtain Cash Advances at any time (and let your Account in writing) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will

not try to make a Purchase or obtain a Cash Advance until you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you call

firm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we will send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may, in our discretion accept address corrections from the United States Postal Service.

Foreign Currency Transactions. We and MasterCard or Visa (or their affiliates) will convert transactions in foreign currencies into U.S. dollars. MasterCard or Visa will use their then-current currency conversion procedures. Currently, they use a wholesale market rate or a government-specified rate in effect under the procedures and add a conversion charge determined by them. We add an additional two percent to the amount

provided to us by MasterCard and Visa. The currency/commission rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Sleep/Personalized Features From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offset you other special terms. If we do, we will advise you of the scope and duration of

Changes To This Agreement: We can at any time change this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, and we can make provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. We will notify you any change, addition, or deletion, as permitted by applicable law, any change, addition, or deletion to any term of this Agreement, including the ANNUAL PERCENTAGE RATE, by posting the change on our website. If the change is a change to the ANNUAL PERCENTAGE RATE, we will also notify you by email. This Agreement will become effective at the time stated in our notice and, unless we state otherwise, the change will be effective on the date of posting.

[illegible]

Phone Cards: In the regular course of our business we may monitor and record phone conversations made received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Refund To Honor Card: We are not responsible for refunds to honor your Card or Convenience Checks. A, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise services purchased or leased through use of your Account.

Irregular Payments and Delay in Enforcement. We can accept late payments, partial payments, checks money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum cash limit does not obligate us to do so again.

[illegible]

GOVERNING LAW; THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW

THE STATE OF DELAWARE AND AS APPLICABLE FEDERAL LAW.
Inquiries Or Questions: You may address any inquiries or questions which you have about your Account to: **U.S.A. Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651**, or you may call us at **1-800-677-7101**. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Billing Rights").

FIRST USA®

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are subject to the penalties of 18 Pa.C.S. sec.

4904 relating to unsworn falsification to authorities.



Harry A. Strausser, III, Remit Corporation

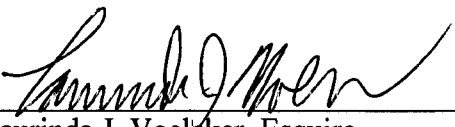
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,	:
Plaintiff	:
	:
vs.	: CIVIL-LAW
	:
SHELLEY M. WILSON,	: DOCKET NO.
Defendant	:

AFFIDAVIT OF NON-MILITARY SERVICE

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, not has been in such service within thirty days hereof.

Dated this 28th day of December, 2007



Laurinda J. Voelcker, Esquire
Attorney For Remit Corporation
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
(570) 387-1873

Department of Defense Manpower Data Center

DEC-27-2007 12:12:00



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
WILSON	SHELLEY M	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: http://www.defenselink.mil/faq/pis/PC_09SCRA.DR.html

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:EWVJRHSVJZ

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

REMIT CORPORATION,	:
Plaintiff	:
	:
vs.	: CIVIL-LAW
	:
SHELLEY M. WILSON,	: DOCKET NO.
Defendant	:

CERTIFICATION OF ADDRESSES

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Remit Corporation
36 West Main Street
Bloomsburg, PA 17815

Defendant: Shelley M. Wilson
143 Elizabeth Street Ext.
Curwensville, PA 16833

Respectfully submitted,



Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-6470

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103643
NO: 08-47-CD
SERVICE # 1 OF 1
PRAECIPE & COMPLAINT

PLAINTIFF: REMIT CORPORATION
vs.
DEFENDANT: SHELLEY M. WILSON

SHERIFF RETURN

NOW, January 21, 2008 AT 9:15 AM SERVED THE WITHIN PRAECIPE & COMPLAINT ON SHELLEY M. WILSON DEFENDANT AT RESIDENCE 143 ELIZABETH STREET EXT., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHELLEY M. WILSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECIPE & COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REMIT CORP.	2089	10.00
SHERIFF HAWKINS	REMIT CORP.	2089	24.06

FILED
0/3:20 cm
MAY 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

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

REMIT CORPORATION
Plaintiff

vs.

SHELLEY M. WILSON
Defendant

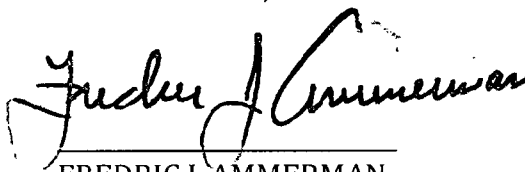
2008
* NO. 2007-047-CD
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*
*

ORDER

NOW, this 25th day of June, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **29th day of August, 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 Praecept with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

4
0/9:11/cm
27 2013
William A. Shaw
Prothonotary Clerk of Courts
ICC AHH Scian
ICC doH
OK

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

REMIT CORPORATION

Plaintiff

vs.

SHELLEY M. WILSON


Defendant

* NO. 2008-047-CD
*
*
*
*

AMENDED ORDER

NOW, this 3rd day of July, 2013, it is the ORDER of this Court that the caption
on the Order heretofore entered on the 27th day of June, 2013, be and is hereby
AMENDED to read as indicated above.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

018:49cm
JUL 05 2013

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty
L. Voelcker
ICC deft
OK

DATE: 7-5-13

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary is required to serve the following parties:

☐ Plaintiff(s) ☒ Defendant(s) ☐ Attorney

☒ Defendant(s) ☐ Attorney

☐ Special Agent

FILED

JUL 05 2013

William A. Shaw
Prothonotary/Clerk of Courts

def

143 Elizabeth St Ext

Curwensville 16833

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

REMIT CORPORATION }

VS }

SHELLEY M. WILSON }

NO. 2008-47-CD

FILED

SEP 09 2013

013:15) cc Atty. V. J. Licker
William A. Shaw, Jr.
Prothonotary/Clerk of Courts

O R D E R

NOW, this 29th day of August, 2013, this being the date set for Status Conference in the above-captioned matter, the Court noting there's been no activity in the case since the Complaint was filed on January 14, 2008; the parties are hereby placed on notice, that unless appropriate documents to continue with the litigation are filed within thirty (30) days from this date, this Court will issue an Order terminating the case with prejudice.

BY THE COURT,



President Judge

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

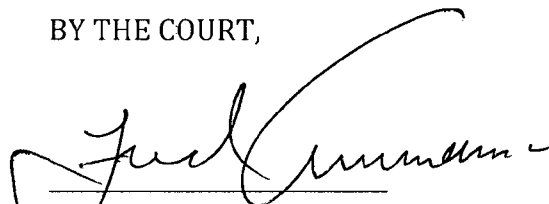
REMIT CORPORATION
Plaintiff
vs.
SHELLEY M. WILSON
Defendant

* NO. 2008-47-CD
*
*
*
*
*

ORDER

NOW, this 18th day of November, 2013, the Court notes that following a status conference on August 29, 2013, the Court issued an Order directing that unless appropriate legal document(s) were filed within thirty (30) days of the Court's Order for the litigation to proceed, the case would be terminated with prejudice for inactivity. As of this date, neither the Plaintiff nor the Defendant has filed any further documents; therefore, it is the ORDER of this Court that the case is hereby TERMINATED for inactivity and DISMISSED, with prejudice. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED No CC
4 019.30am
NOV 20 2013 GK

William A. Shaw
Prothonotary/Clerk of Courts