08-516-CD
Remit Corp. vs Jack Unch

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Remit Corporation
(Plaintiff)

CIVIL ACTION

36 W. Main St.
(Street Address)

No. 08-516-CD

Bloomsburg PA 17815
(City, State ZIP)

Type of Case: ______

Type of Pleading: Civil

VS.

Filed on Behalf of:
Remit Corporation
(Plaintiff/~~Defendant~~)

Jack Unch
(Defendant)

240 Graham Street
(Street Address)

Hyde, PA. 16843
(City, State ZIP)

Laurinda J. Voelcker
(Filed by)

36 W. Main St. Bloomsburg PA 17815
(Address)

570-387-1873
(Phone)

Laurinda J. Voelcker
(Signature)

FILED
m/11:28 (un)
MAR 20 2008
William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 95.00
1CC Atty
1CC Sheriff

June 8, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
~~Deputy~~ Prothonotary

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 No. 82706
36 W Main St
Bloomsburg, PA 17815
(570) 387-1873

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.

2. The Defendant, Jack Unch, is an adult individual residing at 240 Graham Street, Hyde, Clearfield County, Pennsylvania 16843.

3. Defendant obtained a First USA Visa credit card on or about May 24, 1995 from Bank One Corporation, (hereinafter "original creditor"), Account number 4417 1228 0834 3454. Bank One was subsequently acquired by Chase Bank USA NA.

4. Unifund CCR Partners purchased the account of Jack Unch from Chase Bank USA National Association. A copy of the Affidavit of Indebtedness is attached hereto and labeled as Exhibit B.

5. Defendant used the extended credit leaving an unpaid balance of $13,482.38 with interest continuing to accrue at 6.00% per annum.

6. Defendant's last payment on this account was made on or about October 22, 2004.

7. To date the balance is $11,559.82 principal and $1,922.56 interest for a total of $13,482.38.

COUNT 1

BREACH OF EXPRESS CONTRACT

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

9. 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 his/her account.

10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is $13,482.38.

11. 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.

12. Defendant is indebted to the Plaintiff in the amount of $13,482.38. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

13. 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 the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of $13,482.38 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

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

15. 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 within the law exists.

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

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to Defendant's benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is $13,482.38.

19. 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.

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

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of $13,482.38.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against Defendant in the amount of $13,482.38, together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERIUT/UNJUST ENRICHMENT

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

23. 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.

24. The credit extended by original creditor benefited Defendant.

25. The Defendant will be unjustly enriched if Defendant is allowed to retain the benefit resulting from Defendant's 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.

26. 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 Defendant's use of the credit card.

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is $13,482.38.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to $13,482.38 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, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of $13,482.38 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

Respectfully submitted,

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

ASSIGNMENT OF CLAIM
PURSUANT TO
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:
Unifund CCR Partners

assigns to:
The Remit Corporation

doing business at:
36 W Main Street
PO Box 7
Bloomsburg, PA 17815

a debt due to the undersigned from:
UNCH, JACK **# 547698**
4417122808343454

for the sum of **$13,482.38** arising from unpaid credit card services with interest accruing at 6.00% per annum.

The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 29th day of

January, 2008.

Authorized Signature - Joseph Lutz
Unifund CCR Partners

EXHIBIT
tabbies
A

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal knowledge, and that she is competent to testify to the matters stated herein.

To the best of her knowledge the Defendant is not now in the Military Service as defined in the Soldier's and Sailor's Civil Relief Act of 1940 and amendments thereto.

There is due and payable from JACK UNCH, Account Number 4417122808343454, the amount of $13436.78.

This account was issued under the name of FIRST USA BANK NA and acquired from Chase Bank USA NA. Said account has been forwarded to REMIT Corporation, as attorney for Plaintiff Unifund CCR Partners assignee of Palisades Collection LLC, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

KKenney DATED this 12/23/2007

UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 12/23/2007, before me, the subscriber, a Notary Public for the State/County aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

Notary Public

My commission Expires

NOTARIAL SEAL STATE OF OHIO

JENNIFER A DUNCAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 04, 2012

634

EXHIBIT
B

Table of Interest Charges

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 used in determining your Periodic FINANCE CHARGE on Cash Advances is a variable rate. The Daily Periodic Rates will be calculated on the 22nd day (or if such day is not a business day, the next business day) of each month (a "Determination Date") and, subject to the minimum rates identified below, will equal 1/365th of the sum of (1) the Prime Rate listed in the Money Rates section of The Wall Street Journal on the applicable Determination Date, plus (2) as applicable 4.99%, for Purchases and previous billing cycle Purchases and 11.49% for Cash Advances. If more than one Prime Rate is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the highest listed rate. The Prime Rate is the base rate used in this Agreement as a pricing index to calculate all variable APRs and does not necessarily represent the most favorable rate available to a borrower at any particular bank at any given time. If the Prime Rate index is no longer available in The Wall Street Journal, we will select 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 Periodic FINANCE CHARGES as of the first day of your billing cycle that includes the Determination Date.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

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 amounts of Periodic FINANCE CHARGE assessed and the Minimum Payment Due on your Account.

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 0.0370% and 0.0548% respectively and the corresponding ANNUAL PERCENTAGE RATE would have been 13.49% and 19.99% respectively.

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 9 billing cycles following the opening of your Account (the "Introductory Period"), is a fixed rate of 0.0079%, corresponding to an ANNUAL PERCENTAGE RATE of 2.90%. After that the Standard Rate will apply.

FOR ADJUSTED RATE FOR LATE PAYER: SEE "FINANCE CHARGES FOR LATE PAYMENT"

Cash Advance	
FINANCE CHARGE	
ATM Cash Advance	3% of Cash Advance (with a minimum of $10.00)
All Other Cash Advances	3% of Cash Advance (with a minimum of $15.00)
Transaction FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00)
Balance Transfer FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00 maximum of $35.00)
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	$1.00
Annual Membership Fee	None
Other Interest Charges:	
Late Fee	$29.00
Return Payment Fee	$29.00
Return Convenience Check Fee	$29.00
Overlimit Fee	$29.00
Administrative Fees:	
Duplicate of Merchant Sale Slip	$5.00
Duplicate Copy of Monthly Billing Statement	$5.00
Additional Credit Card (in excess of 2)	$5.00

Finance Charges 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 0.0630%, 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 Rates (and the corresponding ANNUAL PERCENTAGE RATES) 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 such review date and (ii) your Account was continually open and eligible to charge during the 6-month period preceding such review date. Accounts whose rates are reduced will be subject 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 relationships among affiliated BANK ONE CORPORATION companies (including First USA) 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 sharing this information by writing to us at First USA Bank, N.A., FCRA Opt-Out, P.O. Box 8865, Wilmington, Delaware 19899-8865. To ensure your selection is properly recorded, 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 available to you products and services we think you will like. Before doing so, we will carefully review these companies and their practice to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. 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/go/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 question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 ten days telling us that you still 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 name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us 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 not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and

(b) 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.

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M-33704
29R9BTC-33704

[redacted]

Cardmember Agreement

EXHIBIT

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Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Balance Transfers") (collectively, "Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than $1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

Minimum Monthly Payment: If the New Balance shown on your monthly statement is less than $10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of $10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Finance Charges: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate, stated in the Table of Interest Charges, to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. **Current Cycle Purchases and Cash Advances.** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

2. **Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" or "promotional" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGE will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

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.

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 travelers checks or foreign currency other than at a bank, or if you use a Convenience Check, we will charge a one-time Transaction FINANCE CHARGE for each such Balance Transfer, Purchase or check usage in the amount 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 CHARGES plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

The Periodic FINANCE CHARGES are subject to change as described in the Payment Sections hereof entitled respectively, Changes in this Agreement, and, where included, Finance Charges for Late Payers and NonPayment.

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 in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If 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 one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

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

Return Convenience Check Fee — If we (a) stop payment on a Convenience Check at your request or (b) return a Convenience Check unpaid because it exceeds your available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a return Convenience Check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an overlimit 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 if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return payment, return convenience check, overlimit 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 obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; 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 your default to an attorney who is not our regularly salaried 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 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 employees, 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 obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the 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 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 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 offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this 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.

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) 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 after 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 us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm 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 can 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 either a wholesale market rate or a government-mandated rate in effect under those procedures and add a conversion charge determined by them. We add an additional two percent to the amount provided to us by MasterCard or Visa. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional 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 offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Changes In This Agreement: We can at any time change this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, and can delete 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 of any change, addition, or deletion. As permitted by applicable law, any change, addition, or deletion to this Agreement will become effective at the time stated in our notice and, unless we state otherwise, the change, addition, or deletion will apply to all outstanding balances in your Account as well as to new transactions. The notice we send you may state that you may notify us in writing within a specified time period that you do not wish to accept certain of the changes, additions, and deletions we are making. You will be deemed to accept all the changes, additions, and deletions accompanying the notice and to ratify and confirm all the provisions of your Agreement and your acceptance of all the changes, additions, and deletions described in other notices previously sent to you if (1) you do not send us such a notification in a timely manner, or (2) you use the Card or Account after the conclusion of the specified time period.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. We may share information about you with our affiliated companies.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or 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.

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

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and 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 credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is $50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF 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: First USA 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 "Your 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, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 17th **day of** March **, 2008**

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

JAN-21-2008 11:20:42

Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
UNCH	jack	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/PC09SLDR.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:**NNHXHDPNCE***

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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: Jack Unch
240 Graham Street
Hyde, PA 16843

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

Service # 1 of 1 Services

Sheriff Docket # **103931**

Case # 08-516-CD

REMIT CORPORATION assignee of Unifund CCR

vs.

JACK UNCH

FILED
9:13:09 BCL
JUL 11 2008
(S)
William A. Shaw
Prothonotary/Clerk of Courts

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 11, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO JACK UNCH, DEFENDANT.

NEWEST ADDRESS: 1421 GRAHAM ST., HYDE, PA. , NOT ENOUGH TIME TO ATTEMPT SERVICE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	8959	10.00
SHERIFF HAWKINS	THE REMIT CORP	8959	18.04

Sworn to Before me This

_______ Day of _________________ 2008

____

So Answers,

Chester A. Hawkins
by Marilyn Harr

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Remit Corporation
(Plaintiff)

36 W. Main St.
(Street Address)

Bloomsburg PA 17815
(City, State ZIP)

CIVIL ACTION

No. 08-516-CD

Type of Case: ____________

Type of Pleading: Civil

VS.

Jack Unch
(Defendant)

240 Graham Street
(Street Address)

Hyde, PA. 16843
(City, State ZIP)

Filed on Behalf of:
Remit Corporation
(Plaintiff/~~Defendant~~)

Laurinda J. Voelcker
(Filed by)

36 W. Main St, Bloomsburg PA 17815
(Address)

570-387-1873
(Phone)

[signature]
(Signature)

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

MAR 20 2008

Attest. [signature] Prothonotary/ Clerk of Courts

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 No. 82706
36 W Main St
Bloomsburg, PA 17815
(570) 387-1873

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.

2. The Defendant, Jack Unch, is an adult individual residing at 240 Graham Street, Hyde, Clearfield County, Pennsylvania 16843.

3. Defendant obtained a First USA Visa credit card on or about May 24, 1995 from Bank One Corporation, (hereinafter "original creditor"), Account number 4417 1228 0834 3454. Bank One was subsequently acquired by Chase Bank USA NA.

4. Unifund CCR Partners purchased the account of Jack Unch from Chase Bank USA National Association. A copy of the Affidavit of Indebtedness is attached hereto and labeled as Exhibit B.

5. Defendant used the extended credit leaving an unpaid balance of $13,482.38 with interest continuing to accrue at 6.00% per annum.

6. Defendant's last payment on this account was made on or about October 22, 2004.

7. To date the balance is $11,559.82 principal and $1,922.56 interest for a total of $13,482.38.

COUNT 1

BREACH OF EXPRESS CONTRACT

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

9. 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 his/her account.

10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is $13,482.38.

11. 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.

12. Defendant is indebted to the Plaintiff in the amount of $13,482.38. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

13. 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 the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of $13,482.38 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

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

15. 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 within the law exists.

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

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to Defendant's benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is $13,482.38.

19. 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.

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

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of $13,482.38.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against Defendant in the amount of $13,482.38, together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERIUT/UNJUST ENRICHMENT

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

23. 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.

24. The credit extended by original creditor benefited Defendant.

25. The Defendant will be unjustly enriched if Defendant is allowed to retain the benefit resulting from Defendant's 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.

26. 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 Defendant's use of the credit card.

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is $13,482.38.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to $13,482.38 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, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of $13,482.38 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

Respectfully submitted,

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

ASSIGNMENT OF CLAIM
PURSUANT TO
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:
Unifund CCR Partners

assigns to:
The Remit Corporation

doing business at:
36 W Main Street
PO Box 7
Bloomsburg, PA 17815

a debt due to the undersigned from:
UNCH, JACK **# 547698**
4417122808343454

for the sum of **$13,482.38** arising from unpaid credit card services with interest accruing at 6.00% per annum.

The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 29th day of

January, 2008.

Authorized Signature - Joseph Lutz
Unifund CCR Partners

EXHIBIT
tabbies
A

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal knowledge, and that she is competent to testify to the matters stated herein.

To the best of her knowledge the Defendant is not now in the Military Service as defined in the Soldier's and Sailor's Civil Relief Act of 1940 and amendments thereto.

There is due and payable from JACK UNCH, Account Number 4417122808343454, the amount of $13436.78.

This account was issued under the name of FIRST USA BANK NA and acquired from Chase Bank USA NA. Said account has been forwarded to REMIT Corporation, as attorney for Plaintiff Unifund CCR Partners assignee of Palisades Collection LLC, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

Kenney DATED this 12/23/2007

UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 12/23/2007, before me, the subscriber, a Notary Public for the State/County aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

Notary Public

My commission Expires

NOTARIAL SEAL
STATE OF OHIO

JENNIFER A DUNCAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 04, 2012

634

EXHIBIT
tabbies
B

Table of Interest Charges

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 used in determining your Periodic FINANCE CHARGE on Cash Advances is a variable rate. The Daily Periodic Rates will be calculated on the 22nd day (or if such day is not a business day, the next business day) of each month (a "Determination Date") and, subject to the minimum rates identified below, will equal 1/365th of the sum of (1) the Prime Rate listed in the Money Rates section of The Wall Street Journal on the applicable Determination Date, plus (2) as applicable 4.99%, for Purchases and previous billing cycle Purchases and 11.49% for Cash Advances. If more than one Prime Rate is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the highest listed rate. The Prime Rate is the base rate used in this Agreement as a pricing index to calculate all variable APRs and does not necessarily represent the most favorable rate available to a borrower at any particular bank at any given time. If the Prime Rate index is no longer available in The Wall Street Journal, we will select 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 Periodic FINANCE CHARGES as of the first day of your billing cycle that includes the Determination Date.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

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 amounts of Periodic FINANCE CHARGE assessed and the Minimum Payment Due on your Account.

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 0.0370% and 0.0548% respectively and the corresponding ANNUAL PERCENTAGE RATE would have been 13.49% and 19.99% respectively.

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 9 billing cycles following the opening of your Account (the "Introductory Period"), is a fixed rate of 0.0079%, corresponding to an ANNUAL PERCENTAGE RATE of 2.90%. After that the Standard Rate will apply.

FOR ADJUSTED RATE FOR LATE PAYER, SEE "FINANCE CHARGES FOR LATE PAYMENT"

Cash Advance FINANCE CHARGE ATM Cash Advance	3% of Cash Advance (with a minimum of $10.00)
All Other Cash Advances	3% of Cash Advance (with a minimum of $15.00)
Transaction FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00)
Balance Transfer FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00 maximum of $35.00)
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	$1.00
Annual Membership Fee	None
Other Interest Charges:	
Late Fee	$29.00
Return Payment Fee	$29.00
Return Convenience Check Fee	$29.00
Overlimit Fee	$29.00
Administrative Fees:	
Duplicate of Merchant Sale Slip	$5.00
Duplicate Copy of Monthly Billing Statement	$5.00
Additional Credit Card (in excess of 2)	$5.00

Finance Charges 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 0.0630%, 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 Rates (and the corresponding ANNUAL PERCENTAGE RATES) 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 such review date and (ii) your Account was continually open and eligible to charge during the 6-month period preceding such review date. Accounts whose rates are reduced will be subject 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 relationships among affiliated BANK ONE CORPORATION companies (including First USA) 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 sharing this information by writing to us at First USA Bank, N.A., FCRA Opt-Out, P.O. Box 8865, Wilmington, Delaware 19899-8865. To ensure your selection is properly recorded, 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 available to you products and services we think you will like. Before doing so, we will carefully review these companies and their practice to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. 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/go/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 question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 ten days telling us that you still 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 name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us 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 not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and

(b) 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.

01/00

M-33704
29R9BTC-33704

[redacted]

Cardmember Agreement

EXHIBIT C

tabbies

Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Balance Transfers") (collectively, "Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than $1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

Minimum Monthly Payment: If the New Balance shown on your monthly statement is less than $10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of $10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Finance Charges: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate, stated in the Table of Interest Charges, to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. **Current Cycle Purchases and Cash Advances.** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

2. **Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" or "promotional" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGE will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

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.

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 travelers checks or foreign currency other than at a bank, or if you use a Convenience Check, we will charge a one-time Transaction FINANCE CHARGE for each such Balance Transfer, Purchase or check usage in the amount 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 CHARGES plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (Interest).

The Periodic FINANCE CHARGES are subject to change as described in the Payment Sections hereof entitled respectively, Changes in this Agreement, and, where included, Finance Charges for Late Payers and NonPayment.

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 in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If 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 one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

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

Return Convenience Check Fee — If we (a) stop payment on a Convenience Check at your request or (b) return a Convenience Check unpaid because it exceeds your available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a return Convenience Check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an overlimit 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 if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return payment, return convenience check, overlimit 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 obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; 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 your default to an attorney who is not our regularly salaried 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 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 employees, 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 obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the 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 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 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 offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this 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.

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) 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 after 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 us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm 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 can 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 either a wholesale market rate or a government-mandated rate in effect under those procedures and add a conversion charge determined by them. We add an additional two percent to the amount provided to us by MasterCard or Visa. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional 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 offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Changes in This Agreement: We can at any time change this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, and can delete 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 of any change, addition, or deletion. As permitted by applicable law, any change, addition, or deletion to this Agreement will become effective at the time stated in our notice and, unless we state otherwise, the change, addition, or deletion will apply to all outstanding balances in your Account as well as to new transactions. The notice we send you may state that you may notify us in writing within a specified time period that you do not wish to accept certain of the changes, additions, and deletions we are making. You will be deemed to accept all the changes, additions, and deletions accompanying the notice and to ratify and confirm all the provisions of your Agreement and your acceptance of all the changes, additions, and deletions described in other notices previously sent to you if (1) you do not send us such a notification in a timely manner, or (2) you use the Card or Account after the conclusion of the specified time period.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. We may share information about you with our affiliated companies.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or 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.

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

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and 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 credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is $50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF 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: First USA 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 "Your 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 tc unsworn falsification to authorities.

Harry A. Strausser, III, Remit Corporation

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 17th **day of** March **, 2008**

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

JAN-21-2008 11:20:42

Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
UNCH	jack	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/PC09SLDR.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:**NNHXHDPNCE***

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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: Jack Unch
240 Graham Street
Hyde, PA 16843

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
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	CIVIL-LAW
VS.	:	NO.: 08-516-CD
JACK UNCH, Defendants	:	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Civil Complaint filed in the above matter.

Respectfully Submitted,

Laurinda J. Voelcker, Esquire
PA ID #82706
Attorney for Plaintiff
36 West Main Street
Bloomsburg, PA 17815
570-387-1873
Fax: 570-387-6474

FILED Pltf pd. $7.00
m/11:52 am
JUN 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

2cc @ 2 Reinstated Compl. to Sheriff
1 Compl. Reinstated to Atty

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 22nd **day of** May **, 2009**

Laurinda J. Voelcker, Esquire
Attorney For Remit Corporation
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
570-387-1873
Fax 570-387-6474

Department of Defense Manpower Data Center MAR-03-2009 10:14:24

Military Status Report
Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
UNCH	JACK	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/PC09SLDR.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:**ZPYJZHYETK***

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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: Jack Unch
1111 Daisy Street
Clearfield, PA 16830

Respectfully submitted,

Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-1873
Fax 570-387-6474

547698

VF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Remit Corporation
(Plaintiff)

36 W. Main St.
(Street Address)

Bloomsburg PA 17815
(City, State ZIP)

CIVIL ACTION

No. 08-516-CD

Type of Case: ____________

Type of Pleading: Civil

VS.

Jack Unch
(Defendant)

240 Graham Street
(Street Address)

Hyde, PA. 16843
(City, State ZIP)

Filed on Behalf of:
Remit Corporation
(Plaintiff/~~Defendant~~)

Laurinda J. Voelcker
(Filed by)

36 W. Main St, Bloomsburg PA 17815
(Address)

570-387-1873
(Phone)

Laurinda J Voelcker
(Signature)

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

MAR 20 2008

Attest. William A. Shaw
Prothonotary/
Clerk of Courts

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 No. 82706
36 W Main St
Bloomsburg, PA 17815
(570) 387-1873

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.

2. The Defendant, Jack Unch, is an adult individual residing at 240 Graham Street, Hyde, Clearfield County, Pennsylvania 16843.

3. Defendant obtained a First USA Visa credit card on or about May 24, 1995 from Bank One Corporation, (hereinafter "original creditor"), Account number 4417 1228 0834 3454. Bank One was subsequently acquired by Chase Bank USA NA.

4. Unifund CCR Partners purchased the account of Jack Unch from Chase Bank USA National Association. A copy of the Affidavit of Indebtedness is attached hereto and labeled as Exhibit B.

5. Defendant used the extended credit leaving an unpaid balance of $13,482.38 with interest continuing to accrue at 6.00% per annum.

6. Defendant's last payment on this account was made on or about October 22, 2004.

7. To date the balance is $11,559.82 principal and $1,922.56 interest for a total of $13,482.38.

COUNT 1

BREACH OF EXPRESS CONTRACT

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

9. 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 his/her account.

10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is $13,482.38.

11. 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.

12. Defendant is indebted to the Plaintiff in the amount of $13,482.38. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

13. 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 the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of $13,482.38 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

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

15. 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 within the law exists.

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

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to Defendant's benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is $13,482.38.

19. 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.

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

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of $13,482.38.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against Defendant in the amount of $13,482.38, together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERIUT/UNJUST ENRICHMENT

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

23. 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.

24. The credit extended by original creditor benefited Defendant.

25. The Defendant will be unjustly enriched if Defendant is allowed to retain the benefit resulting from Defendant's 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.

26. 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 Defendant's use of the credit card.

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is $13,482.38.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to $13,482.38 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, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of $13,482.38 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

Respectfully submitted,

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

ASSIGNMENT OF CLAIM
PURSUANT TO
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:
Unifund CCR Partners

assigns to:
The Remit Corporation

doing business at:
36 W Main Street
PO Box 7
Bloomsburg, PA 17815

a debt due to the undersigned from:
UNCH, JACK **# 547698**
4417122808343454

for the sum of **$13,482.38** arising from unpaid credit card services with interest accruing at 6.00% per annum.

The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 29th day of

January, 2008.

EXHIBIT
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Authorized Signature - Joseph Lutz
Unifund CCR Partners

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal knowledge, and that she is competent to testify to the matters stated herein.

To the best of her knowledge the Defendant is not now in the Military Service as defined in the Soldier's and Sailor's Civil Relief Act of 1940 and amendments thereto.

There is due and payable from JACK UNCH, Account Number 4417122808343454, the amount of $13436.78.

This account was issued under the name of FIRST USA BANK NA and acquired from Chase Bank USA NA. Said account has been forwarded to REMIT Corporation, as attorney for Plaintiff Unifund CCR Partners assignee of Palisades Collection LLC, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

Kenney DATED this 12/23/2007

UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 12/23/2007, before me, the subscriber, a Notary Public for the State/County aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

Notary Public

My commission Expires

NOTARIAL SEAL STATE OF OHIO

JENNIFER A DUNCAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 04, 2012

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EXHIBIT
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Table of Interest Charges

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 used in determining your Periodic FINANCE CHARGE on Cash Advances is a variable rate. The Daily Periodic Rates will be calculated on the 22nd day (or if such day is not a business day, the next business day) of each month (a "Determination Date") and, subject to the minimum rates identified below, will equal 1/365th of the sum of (1) the Prime Rate listed in the Money Rates section of The Wall Street Journal on the applicable Determination Date, plus (2) as applicable 4.99%, for Purchases and previous billing cycle Purchases and 11.49% for Cash Advances. If more than one Prime Rate is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the highest listed rate. The Prime Rate is the base rate used in this Agreement as a pricing index to calculate all variable APRs and does not necessarily represent the most favorable rate available to a borrower at any particular bank at any given time. If the Prime Rate index is no longer available in The Wall Street Journal, we will select 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 Periodic FINANCE CHARGES as of the first day of your billing cycle that includes the Determination Date.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

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 amounts of Periodic FINANCE CHARGE assessed and the Minimum Payment Due on your Account.

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 0.0370% and 0.0548% respectively and the corresponding ANNUAL PERCENTAGE RATE would have been 13.49% and 19.99% respectively.

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 9 billing cycles following the opening of your Account (the "Introductory Period"), is a fixed rate of 0.0079%, corresponding to an ANNUAL PERCENTAGE RATE of 2.90%. After that the Standard Rate will apply.

FOR ADJUSTED RATE FOR LATE PAYER: SEE "FINANCE CHARGES FOR LATE PAYMENT"

Cash Advance FINANCE CHARGE ATM Cash Advance	3% of Cash Advance (with a minimum of $10.00)
All Other Cash Advances	3% of Cash Advance (with a minimum of $15.00)
Transaction FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00)
Balance Transfer FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00 maximum of $35.00)
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	$1.00
Annual Membership Fee	None
Other Interest Charges:	
Late Fee	$29.00
Return Payment Fee	$29.00
Return Convenience Check Fee	$29.00
Overlimit Fee	$29.00
Administrative Fees:	
Duplicate of Merchant Sale Slip	$5.00
Duplicate Copy of Monthly Billing Statement	$5.00
Additional Credit Card (in excess of 2)	$5.00

Finance Charges 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 0.0630%, 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 Rates (and the corresponding ANNUAL PERCENTAGE RATES) 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 such review date and (ii) your Account was continually open and eligible to charge during the 6-month period preceding such review date. Accounts whose rates are reduced will be subject 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 relationships among affiliated BANK ONE CORPORATION companies (including First USA) 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 sharing this information by writing to us at First USA Bank, N.A., FCRA Opt-Out, P.O. Box 8865, Wilmington, Delaware 19899-8865. To ensure your selection is properly recorded, 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 available to you products and services we think you will like. Before doing so, we will carefully review these companies and their practice to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. 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 https//www.firstusa.com/go/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 question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 ten days telling us that you still 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 name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us 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 not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
(b) The purchase price must have been more than $50.

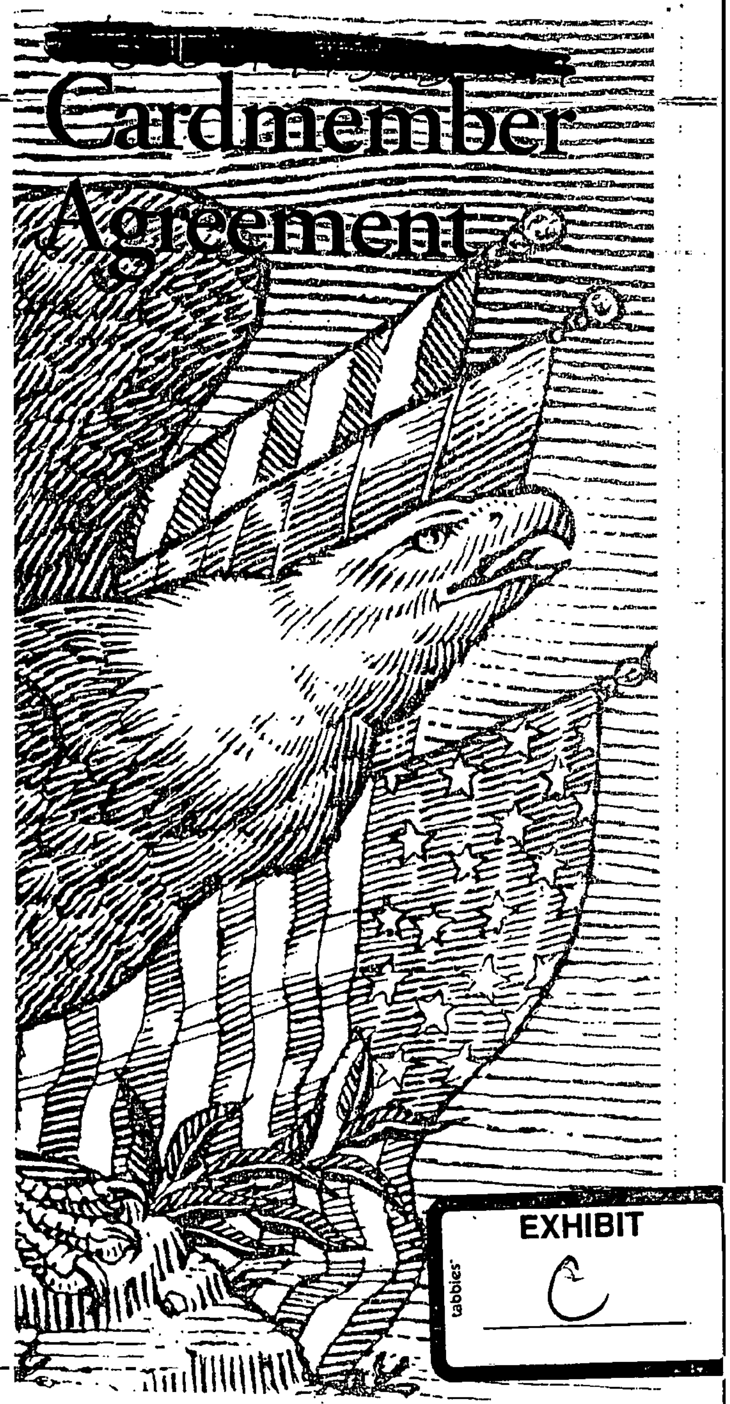
These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

01/00

M-33704
29R9BTC-33704

[redacted]

Cardmember Agreement



EXHIBIT
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Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Balance Transfers") (collectively, "Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than $1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

Minimum Monthly Payment: If the New Balance shown on your monthly statement is less than $10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of $10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Finance Charges: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate, stated in the Table of Interest Charges, to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. **Current Cycle Purchases and Cash Advances.** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

2. **Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" or "promotional" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGE will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

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.

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 travelers checks or foreign currency other than at a bank, or if you use a Convenience Check, we will charge a one-time Transaction FINANCE CHARGE for each such Balance Transfer, Purchase or check usage in the amount 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 CHARGES plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

The Periodic FINANCE CHARGES are subject to change as described in the Payment Sections hereof entitled respectively, Changes in this Agreement, and, where included, Finance Charges for Late Payers and NonPayment.

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 in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If 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 one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

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

Return Convenience Check Fee — If we (a) stop payment on a Convenience Check at your request or (b) return a Convenience Check unpaid because it exceeds your available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a return Convenience Check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an overlimit 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 if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return payment, return convenience check, overlimit 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 obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; 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 your default to an attorney who is not our regularly salaried 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 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 employees, 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 obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the 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 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 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 offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this 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.

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) 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 after 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 us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm 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 can 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 either a wholesale market rate or a government-mandated rate in effect under those procedures and add a conversion charge determined by them. We add an additional two percent to the amount provided to us by MasterCard or Visa. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional 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 offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Changes In This Agreement: We can at any time change this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, and can delete 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 of any change, addition, or deletion. As permitted by applicable law, any change, addition, or deletion to this Agreement will become effective at the time stated in our notice and, unless we state otherwise, the change, addition, or deletion will apply to all outstanding balances in your Account as well as to new transactions. The notice we send you may state that you may notify us in writing within a specified time period that you do not wish to accept certain of the changes, additions, and deletions we are making. You will be deemed to accept all the changes, additions, and deletions accompanying the notice and to ratify and confirm all the provisions of your Agreement and your acceptance of all the changes, additions, and deletions described in other notices previously sent to you if (1) you do not send us such a notification in a timely manner, or (2) you use the Card or Account after the conclusion of the specified time period.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. We may share information about you with our affiliated companies.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or 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.

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

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and 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 credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is $50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF 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: First USA 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 "Your 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, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 17th **day of** March **, 2008**

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

JAN-21-2008 11:20:42

Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
UNCH	jack	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/PC09SLDR.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:**NNHXHDPNCE***

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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: Jack Unch
240 Graham Street
Hyde, PA 16843

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
NO: 08-516-CD

REMIT CORPORATION
vs
JACK UNCH

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/08/2009 HEARING: PAGE: 105751

5 FILED
09:22 BOL
JUL 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: JACK UNCH - 765-5493
ADDRESS: 1111 DAISY ST.
CLEARFIELD, PA 16830
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

ATTEMPTS 6-10-09 - 2:11 PM NH 6-16-09 10AM 2:46 pm NH
6-11-09 - 1:47 pm NH 6-19-09 - 9:33 Am NH

SHERIFF'S RETURN

NOW, 06/24/2009 AT 11 40 AM / ~~PM~~ **SERVED** THE WITHIN

COMPLAINT ON JACK UNCH, DEFENDANT

BY HANDING TO JACK UNCH /

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED SHERIFFS OFFICE

NOW ______ AT ______ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR JACK UNCH

AT (ADDRESS) ______

NOW ______ AT ______ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JACK UNCH

REASON UNABLE TO LOCATE ______

SWORN TO BEFORE ME THIS

______ DAY OF ______ 2009

______

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: FE Snyder
Deputy Signature

FE Snyder
Print Deputy Name

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:
vs.	: CIVIL-LAW
JACK UNCH, Defendant	: DOCKET NO. 08-516-CD

PRAECIPE TO SETTLE, DISCONTINUE AND END

Kindly discontinue this matter as it has been settled between the parties.

Respectfully Submitted,
THE REMIT CORPORATION

LAURINDA VOELCKER, ESQUIRE
Attorney ID 82706
Attorney for Plaintiff
The Remit Corporation
36 W Main St
PO Box 7
Bloomsburg, PA 17815
Telephone 570-387-6470
Fax 570-387-6474

FILED
m/11:20BH 3cc
SEP 02 2009 Atty Voelcker
William A. Shaw
Prothonotary/Clerk of Courts

FILED

SEP 0 2 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105751
NO: 08-516-CD
SERVICES 1

COMPLAINT

PLAINTIFF: REMIT CORPORATION
vs.
DEFENDANT: JACK UNCH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	11499	10.00
SHERIFF HAWKINS	THE REMIT CORP	11499	19.44

FILED
0/12:40Lm
OCT 02 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

______ Day of _____________ 2009

____

So Answers,

Chester A. Hawkins
Sheriff

54769
VI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

COPY

Remit Corporation
(Plaintiff)

CIVIL ACTION

36 W. Main St.
(Street Address)

No. 08-516-CD

Type of Case: ______

Bloomsburg PA 17815
(City, State ZIP)

Type of Pleading: Civil

VS.

Filed on Behalf of:
Remit Corporation
(Plaintiff/~~Defendant~~)

Jack Unch
(Defendant)

240 Graham Street
(Street Address)

Hyde, PA. 16843
(City, State ZIP)

Laurinda J. Voelcker
(Filed by)

36 W. Main St. Bloomsburg PA 17815
(Address)

570-387-1873
(Phone)

[signature]
(Signature)

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

MAR 20 2008

Attest. [signature] Prothonotary/ Clerk of Courts

6/8/09 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

[signature]
~~Deputy~~ Prothonotary

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:
vs.	: CIVIL-LAW
JACK UNCH, Defendant	: DOCKET NO.

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 No. 82706
36 W Main St
Bloomsburg, PA 17815
(570) 387-1873

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.

2. The Defendant, Jack Unch, is an adult individual residing at 240 Graham Street, Hyde, Clearfield County, Pennsylvania 16843.

3. Defendant obtained a First USA Visa credit card on or about May 24, 1995 from Bank One Corporation, (hereinafter "original creditor"), Account number 4417 1228 0834 3454. Bank One was subsequently acquired by Chase Bank USA NA.

4. Unifund CCR Partners purchased the account of Jack Unch from Chase Bank USA National Association. A copy of the Affidavit of Indebtedness is attached hereto and labeled as Exhibit B.

5. Defendant used the extended credit leaving an unpaid balance of $13,482.38 with interest continuing to accrue at 6.00% per annum.

6. Defendant's last payment on this account was made on or about October 22, 2004.

7. To date the balance is $11,559.82 principal and $1,922.56 interest for a total of $13,482.38.

COUNT 1

BREACH OF EXPRESS CONTRACT

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

9. 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 his/her account.

10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is $13,482.38.

11. 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.

12. Defendant is indebted to the Plaintiff in the amount of $13,482.38. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

13. 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 the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of $13,482.38 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

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

15. 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 within the law exists.

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

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to Defendant's benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is $13,482.38.

19. 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.

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

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of $13,482.38.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against Defendant in the amount of $13,482.38, together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERIUT/UNJUST ENRICHMENT

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

23. 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.

24. The credit extended by original creditor benefited Defendant.

25. The Defendant will be unjustly enriched if Defendant is allowed to retain the benefit resulting from Defendant's 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.

26. 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 Defendant's use of the credit card.

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is $13,482.38.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to $13,482.38 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, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of $13,482.38 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

Respectfully submitted,

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

ASSIGNMENT OF CLAIM
PURSUANT TO
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:

Unifund CCR Partners

assigns to:

The Remit Corporation

doing business at:

36 W Main Street
PO Box 7
Bloomsburg, PA 17815

a debt due to the undersigned from:

UNCH, JACK **# 547698**
4417122808343454

for the sum of **$13,482.38** arising from unpaid credit card services with interest accruing at 6.00% per annum.

The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 29th day of

January, 2008.

Authorized Signature - Joseph Lutz
Unifund CCR Partners

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AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal knowledge, and that she is competent to testify to the matters stated herein.

To the best of her knowledge the Defendant is not now in the Military Service as defined in the Soldier's and Sailor's Civil Relief Act of 1940 and amendments thereto.

There is due and payable from JACK UNCH, Account Number 4417122808343454, the amount of $13436.78.

This account was issued under the name of FIRST USA BANK NA and acquired from Chase Bank USA NA. Said account has been forwarded to REMIT Corporation, as attorney for Plaintiff Unifund CCR Partners assignee of Palisades Collection LLC, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

Kenney DATED this 12/23/2007

UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 12/23/2007, before me, the subscriber, a Notary Public for the State/County aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

Notary Public

My commission Expires

NOTARIAL SEAL STATE OF OHIO

JENNIFER A DUNCAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 04, 2012

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EXHIBIT
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Table of Interest Charges

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 used in determining your Periodic FINANCE CHARGE on Cash Advances is a variable rate. The Daily Periodic Rates will be calculated on the 22nd day (or if such day is not a business day, the next business day) of each month (a "Determination Date") and, subject to the minimum rates identified below, will equal 1/365th of the sum of (1) the Prime Rate listed in the Money Rates section of The Wall Street Journal on the applicable Determination Date, plus (2) as applicable 4.99%, for Purchases and previous billing cycle Purchases and 11.49% for Cash Advances. If more than one Prime Rate is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the highest listed rate. The Prime Rate is the base rate used in this Agreement as a pricing index to calculate all variable APRs and does not necessarily represent the most favorable rate available to a borrower at any particular bank at any given time. If the Prime Rate index is no longer available in The Wall Street Journal, we will select 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 Periodic FINANCE CHARGES as of the first day of your billing cycle that includes the Determination Date.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

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 amounts of Periodic FINANCE CHARGE assessed and the Minimum Payment Due on your Account.

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 0.0370% and 0.0548% respectively and the corresponding ANNUAL PERCENTAGE RATE would have been 13.49% and 19.99% respectively.

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 9 billing cycles following the opening of your Account (the "Introductory Period"), is a fixed rate of 0.0079%, corresponding to an ANNUAL PERCENTAGE RATE of 2.90%. After that the Standard Rate will apply.

FOR ADJUSTED RATE FOR LATE PAYER, SEE "FINANCE CHARGES FOR LATE PAYMENT"

Cash Advance FINANCE CHARGE ATM Cash Advance All Other Cash Advances	 3% of Cash Advance (with a minimum of $10.00) 3% of Cash Advance (with a minimum of $15.00)
Transaction FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00)
Balance Transfer FINANCE CHARGE	3% of applicable transaction (with a minimum of $5.00 maximum of $35.00)
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	$1.00
Annual Membership Fee	None
Other Interest Charges:	
Late Fee	$29.00
Return Payment Fee	$29.00
Return Convenience Check Fee	$29.00
Overlimit Fee	$29.00
Administrative Fees:	
Duplicate of Merchant Sale Slip	$5.00
Duplicate Copy of Monthly Billing Statement	$5.00
Additional Credit Card (in excess of 2)	$5.00

Finance Charges 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 0.0630%, 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 Rates (and the corresponding ANNUAL PERCENTAGE RATES) 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 such review date and (ii) your Account was continually open and eligible to charge during the 6-month period preceding such review date. Accounts whose rates are reduced will be subject 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 relationships among affiliated BANK ONE CORPORATION companies (including First USA) 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 sharing this information by writing to us at First USA Bank, N.A., FCRA Opt-Out, P.O. Box 8865, Wilmington, Delaware 19899-8865. To ensure your selection is properly recorded, 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 available to you products and services we think you will like. Before doing so, we will carefully review these companies and their practice to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. 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/ge/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 question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 ten days telling us that you still 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 name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us 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 not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and

(b) 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.

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[redacted]

Cardmember Agreement

EXHIBIT
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Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, NA (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, NA in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Balance Transfers") (collectively, "Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than $1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

Minimum Monthly Payment: If the New Balance shown on your monthly statement is less than $10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of $10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Finance Charges: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate, stated in the Table of Interest Charges, to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. Current Cycle Purchases and Cash Advances. We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" or "promotional" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGE will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

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.

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 travelers checks or foreign currency other than at a bank, or if you use a Convenience Check, we will charge a one-time Transaction FINANCE CHARGE for each such Balance Transfer, Purchase or check usage in the amount 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 CHARGES plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES. This Agreement provides for compounding of Finance Charges (Interest).

The Periodic FINANCE CHARGES are subject to change as described in the Payment Sections hereof entitled respectively, Changes in this Agreement, and, where included, Finance Charges for Late Payers and NonPayment.

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 in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If 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 one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

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

Return Convenience Check Fee — If we (a) stop payment on a Convenience Check at your request or (b) return a Convenience Check unpaid because it exceeds your available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a return Convenience Check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an overlimit 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 if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return payment, return convenience check, overlimit 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 obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; 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 your default to an attorney who is not our regularly salaried 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 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 employees, 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 obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the 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 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 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 offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this 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.

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) 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 after 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 us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm 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 can 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 either a wholesale market rate or a government-mandated rate in effect under those procedures and add a conversion charge determined by them. We add an additional two percent to the amount provided to us by MasterCard or Visa. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional 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 offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Changes In This Agreement: We can at any time change this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, and can delete 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 of any change, addition, or deletion. As permitted by applicable law, any change, addition, or deletion to this Agreement will become effective at the time stated in our notice and, unless we state otherwise, the change, addition, or deletion will apply to all outstanding balances in your Account as well as to new transactions. The notice we send you may state that you may notify us in writing within a specified time period that you do not wish to accept certain of the changes, additions, and deletions we are making. You will be deemed to accept all the changes, additions, and deletions accompanying the notice and to ratify and confirm all the provisions of your Agreement and your acceptance of all the changes, additions, and deletions described in other notices previously sent to you if (1) you do not send us such a notification in a timely manner, or (2) you use the Card or Account after the conclusion of the specified time period.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. We may share information about you with our affiliated companies.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or 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.

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

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and 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 credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is $50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF 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: First USA 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 "Your 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, Assignee of Unifund CCR, Plaintiff	:	
vs.	:	CIVIL-LAW
JACK UNCH, Defendant	:	DOCKET NO.

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 17th **day of** March **, 2008**

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

JAN-21-2008 11:20:42

Military Status Report
Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
UNCH	jack	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/PC09SLDR.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:**NNHXHDPNCE***

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:
vs.	: CIVIL-LAW
JACK UNCH, Defendant	: DOCKET NO.

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: Jack Unch
240 Graham Street
Hyde, PA 16843

Respectfully submitted,

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