

08-532-CD  
Unifund CCR vs Eric J. Porter

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Unifund CCR Partners assignee of  
Palisades Collection, LLC  
10625 Techwoods Circle  
Cincinnati, OH 45242

Plaintiff

CIVIL ACTION

vs.

ERIC J PORTER  
705 GOOD ST  
HOUTZDALE PA 16651

Defendant

NO: 08-532-CJ

FILED pd \$95.00 Atty  
M/1402m ICC Atty  
MAR 24 2008 ICC Shft  
(JM)

William A. Shaw  
Prothonotary/Clerk of Courts

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice to Defend are served, by entering a written appearance personally or by an 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.

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

MIDPENN LEGAL SERVICES  
211 1/2 E LOCUST STREET  
CLEARFIELD, PA 16830  
814-765-9646

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

Unifund CCR Partners assignee of	:	
Palisades Collection, LLC	:	CIVIL ACTION
10625 Techwoods Circle	:	
Cincinnati, OH 45242	:	
	Plaintiff	:
	:	
	:	
vs.	:	NO:
	:	
	:	
ERIC J PORTER	:	
705 GOOD ST	:	
HOUTZDALE PA 16651	:	
	Defendant	:
	:	

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**COMPLAINT**

Plaintiff, Unifund CCR Partners assignee of Palisades Collection, LLC, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Unifund CCR Partners assignee of Palisades Collection, LLC, (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
2. The Defendant ERIC J PORTER (hereinafter "Defendant") is an adult individual residing at 705 GOOD ST HOUTZDALE PA 16651.
3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.
4. Defendant applied for and received a credit card issued by CITIBANK SOUTH DAKOTA NA with the account number 5491130371104720.
5. The within account was sold by CITIBANK SOUTH DAKOTA NA to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill of

Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

6. Use of the CITIBANK SOUTH DAKOTA NA credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Cardmember Agreement attached hereto as Exhibit "B.")

7. Defendant used the CITIBANK SOUTH DAKOTA NA credit card account number 5491130371104720, for purchases, cash advances and/or balance transfers.

8. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card. (See, Card Statements attached hereto as Exhibit "C.")

9. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

10. The account became delinquent on July 15, 2005.

11. The principal amount was \$8,512.95 at the time it was received by Plaintiff.

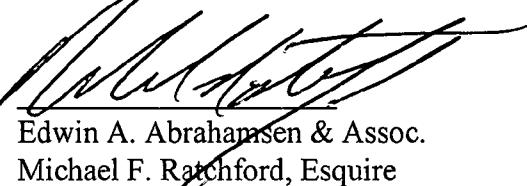
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 32.24.

13. The total amount due and owing the Plaintiff including interest, is \$17,465.02.

14. Pursuant to the terms of the Agreement, Defendant is liable to Plaintiff for court costs and reasonable attorney's fees.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$17,465.02 plus costs of suit, reasonable attorneys' fees of \$1,746.50 and any other relief as the Court deems just and appropriate.

Respectfully submitted,



Edwin A. Abrahamsen & Assoc.  
Michael F. Ratchford, Esquire  
Scott J. Best, Esquire  
Attorney I.D. Nos.: 86285/93600  
1729 Pittston Avenue  
Scranton, PA 18505  
[mratchford@eaa-law.com](mailto:mratchford@eaa-law.com)  
[sbest@eaa-law.com](mailto:sbest@eaa-law.com)

# Exhibit A

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of December 28, 2006, between Citibank (South Dakota), N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund Portfolio A, LLC, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated December 28, 2006, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

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

Citibank (South Dakota), N.A.

By: \_\_\_\_\_

(Signature)

DOUGLAS C. MORRISON, V.P.  
CitiCards  
Chief Fin. Officer/O & T Finance  
0000391579  
Sioux Falls, SD  
(605) 331-2855

Title: \_\_\_\_\_

Unifund Portfolio A, LLC

By: \_\_\_\_\_

(Signature)

Name: Henry N. Thomas

Title: Director Acquisitions

12.7 Entire Agreement. This Agreement and the Exhibits hereto embody the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The parties make no representations or warranties to each other, except as contained in this Agreement or in the accompanying Exhibit or the certificates or other closing documents delivered in accordance with this Agreement. All prior representations and statements made by any party or its representatives, whether orally or in writing, are deemed to have been merged into this Agreement, except as otherwise stated in this Agreement.

12.8 Amendment. Neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated orally. Any change, waiver, discharge or termination may be effected only by a writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

12.9 Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal or unenforceability, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed without the invalid, illegal or unenforceable provision.

12.10 Waiver. Except as required under Section 3.4, no failure of any party to take any action or assert any right hereunder shall be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

12.11 Headings. Headings are for reference only, and will not affect the interpretation or meaning of any provision of this Agreement.

12.12 Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together will be deemed one original.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first written above.

Citibank (South Dakota), N.A.

By: DOUGLAS C. MORRISON, VP  
(Signature)  
Chief Fin. Officer/O & T Finance  
0000591579  
Sioux Falls, SD  
(605) 331-2853

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Unifund Portfolio A, LLC

By: Henry N. Deon  
(Signature)

Name: Henry N. Thomas

Title: Director, Acquisitions

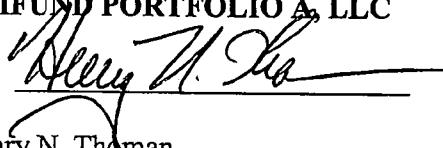
Exh. A

**BILL OF SALE**

**THIS BILL OF SALE** is effective as of December 28, 2006 between **UNIFUND PORTFOLIO A, LLC**, an Ohio Limited Liability Company ("Assignor") and **CLIFFS PORTFOLIO ACQUISITION I, LLC**, a Delaware limited liability company ("Assignee"). Unless otherwise defined herein, terms used herein shall have the meanings specified in the Sale, Assumption, and Assignment Agreement effective as of December 28, 2006, between Assignor and Assignee (the "Agreement").

Assignor, for value received and in connection with the Agreement, transfers, sells, assigns, conveys, grants, and delivers to Assignee free, clear and unencumbered title to the Cliffs Subpool as defined in the Agreement and all of Assignor's rights thereto effective as of 12:01 AM on December 28, 2006 (the "Effective Time"). The sale is without recourse to Assignor and without warranty of any kind (including, without limitation, warranties pertaining to title, validity, collectibility, accuracy or sufficiency of information, and applicability of any statute of limitations), except as stated in the Agreement or herein.

**UNIFUND PORTFOLIO A, LLC**

By: 

Henry N. Thoman  
Director, Acquisitions

CIT  
(universal  
card)

Exh. B

## AT&T Universal Card Cardmember Agreement

### AT&T Universal Card Credit Agreement

This Agreement along with your card carrier and any other written account materials contains the terms which govern your AT&T Universal Card and Account. Please read these documents and keep them with your other important papers.

**Definitions.** In this Agreement, the word "Card" means a single Card or two or more Cards we have issued to you under this Agreement. The words "you," "your," "yours" and "cardmember" mean each individual who applies for a Card. The words "we," "our" or "us" mean the issuer of the AT&T Universal Card. The word "Account" means the AT&T Universal Card Account for which you were issued a Card imprinted with your Account Number. The words "Authorized User" mean any person to whom you give permission to use your Account. The words "Transaction Date" mean the date the goods or services were purchased or the date the Cash Advance was made. The words "Posting Date" mean the date the charge was debited and/or credited to your Account. The words "Designated Telephone Number" mean the telephone number to which our Dial-1 service is billed, which may or may not be your home telephone number. The words "Calling Transactions" mean the Calling and Calls you make with your Card and all other calls billed to your Account to the extent you otherwise agree, if made from or billed to our Designated Telephone Number.

**Your Responsibility for the Account.** You are responsible for all amounts owed on your Account, whether it is used by you or by an Authorized User, and you agree to pay such amounts according to the terms of this Agreement. If this is a joint Account, each of you, together and individually, is responsible for all amounts owed, even if the Account is held by only one of you. In order to cancel permission of an Authorized User to use your AT&T Universal Card Account, you must notify us in writing and you must return to us, with your written notice, any Card in the possession of the Authorized User. You will continue to be liable for Purchases and Cash Advances made by an Authorized User, and all other resulting Account fees and charges, until we receive your letter and the Card. If we ask, you must cut the Card in half and return it to us. You must sign each Card as soon as you receive it.

You will continue to be liable for the entire balance of your Account, even if your co-applicant is ordered by a court to pay us, if a court orders your co-applicant to pay all or a portion of your Account balance, you will remain liable to us if your co-applicant fails to pay as ordered by the court, and your Account status will continue to be reported to the credit bureaus under your name.

From time to time you may hear about new products and services being offered to you and other cardmembers. If you would prefer not to receive this information either by telephone or mail or both, just let us know by calling our toll-free Customer Service number: 1 800 423-4343.

**3. Accepting This Agreement.** This Agreement will be effective when you or an Authorized User uses the Card, or if you fail to cut your Card in half and return it to us within 30 days after it is issued to you or when you call and activate the Card by the Card Activation Number process.

### How to use your creditline

**4. Your Credit Line.** You may not use your Account in any way that would cause you to go over your credit line. We may refuse to authorize or accept any transaction on your Account which would cause you to exceed your credit line. It is your obligation not to exceed the credit line on your Account. If you owe more than your credit line, you agree to pay the excess immediately upon our request and we may charge you an overlimit fee, as described in Section 16 of this Agreement, and/or

suspend your Account privileges or cancel your Account as described in Section 24 of this Agreement. We may also establish a credit limit for Cash Advances, which will be a portion of your overall credit line. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit. We may change your credit line and your Cash Advance limit from time to time, and we will notify you if we do.

5. **Purchases and Cash Advances.** You can use your Account and your Card for personal, family or household purposes only. Your Card can be used to purchase or lease goods and services from participating establishments. You may also use the Card to obtain a loan from your Account, by presenting it to any institution that accepts the Card for that purpose, or to make a withdrawal of cash at an automated teller machine (ATM). Both of these transactions and Convenience Checks (described in Section 7) are treated as "Cash Advances" on your Account. Any Purchase or Cash Advance (other than a Convenience Check) which is made by you in a foreign currency will be converted to U.S. dollars by either MasterCard International or VISA International. To convert Purchases and Cash Advances made in a foreign currency, MasterCard International and VISA International use procedures and conversion rates established in their operating regulations on or about the date that the transactions are processed. The rate currently includes a 1% charge which MasterCard International or VISA International impose and retain. The currency conversion rate established on the processing date may differ from the rate effective on the Transaction Date or the Posting Date.

6. **Calling Transactions.** You can use your Card to make local, AT&T Long Distance and AT&T international calls (Calling Card Calls). The dialing instructions are on the back of the Card. Calling Card Calls are separately identified in the "Call Details" section of your monthly statement. All Calling Transactions are due and payable in full by the payment due date on the monthly statement in which they are billed. Refer to the AT&T Calling Transactions Terms and Conditions section at the end of this document for more information.

7. **Convenience Checks.** We may supply you with personalized Convenience Checks which are subject to the following conditions. Only the person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. dollars. We will not certify a Convenience Check. We are entitled to return it unpaid if there is not enough available credit on your Account to pay it, if you are in default under this Agreement, if your Card or Convenience Checks have been reported lost or stolen or if the Convenience Check is postdated (shows a future date). Any Convenience Check that we pay will be posted to your Account as a Cash Advance. An AT&T Universal Card Convenience Check cannot be used to make a payment on any AT&T Universal Card Account. Neither Universal Card Services Corp. nor the issuer of the AT&T Universal Card shall have any liability for any Convenience Check(s) returned in excess of your credit line.

#### **Lost cards and other concerns**

8. **Lost or Stolen Cards.** If your Card is lost or stolen, or if you believe that it is being used without your permission, you must notify us at once. Call us at the number shown on your monthly statement. You should also follow this up in writing. You should not use the Account or Card after you have notified us. If your Card or Account is used by an unauthorized person you may be liable, but not for more than \$50.00. You will not be liable for any Purchase, Cash Advance or Calling Card Call made after you have notified us of the loss or theft at the telephone number or the address shown on your monthly statement, or 1 800 423-4343.

You also agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible

unauthorized use of your Card(s) and to comply with such procedures as we may require in connection with our investigation. We are not responsible for controlling an Authorized User you have asked us to add to your Account if you wish to remove an Authorized User's ability to use your Account, you must notify us in writing and you must return to us, with your written notice, any Card(s) on your Account to which the Authorized User may have access.

9. **If Your Card Is Refused.** We are not responsible and shall have no liability if a merchant, a financial institution, an ATM or any third party refuses to honor your Card or accept a transaction on your Account. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited since we may limit the number of authorizations which may be given. These restrictions are primarily for security reasons. As a result, we cannot explain the details of how our authorization system works. Neither we nor our agents will be responsible or have any liability if authorization for a transaction is not given. If your Account is overlimit or delinquent, authorization of credit for transactions may be declined.

10. **Cardmember Privacy.** We do not sell the names and addresses of our cardmembers, and when undertaking projects with other companies we do not permit them to use your name and address for any other purposes.

#### **Payments on billing**

11. **Monthly Statements.** We will send you a monthly statement at the end of each billing period (intervals of approximately one month which we call "Billing Cycles") if there is a debit or credit balance on your Account of \$1.00 or more, or a balance on which a Finance Charge has been imposed.

12. **Payments.** We may accept late payments or partial payments and payments marked "Payment in Full," or similar language, without losing any of our rights under this Agreement. Payments should not be made by postdated check. If we receive payment by postdated check we may deposit it and shall have no liability if it is posted prior to the date which appears on the check. We may allocate payments to amounts owed on your Account in the manner we deem appropriate. Payments should be sent to us at the address shown on your monthly statement. There could be a delay of up to five (5) days in crediting the payment to your Account if you send a payment to us at any other address. All payments must be made in U.S. dollars and drawn on a financial institution located in the United States.

13. **Minimum Payment.** You must make a Minimum Payment in each Billing Cycle in which you have a New Balance on your Account. The Minimum Payment in each Billing Cycle is 2.1% of the New Balance, excluding Calling Transactions as shown on your monthly statement, rounded to the nearest whole dollar, plus all Calling Transactions posted to your Account in the Billing Cycle, plus any unpaid Minimum Payment from prior statements and any amounts which exceed your credit line. However, the Minimum Payment will not be less than \$10.00 or the exact amount of your New Balance, if it totals less than \$10.00, plus your Calling Transactions. You must pay at least the Minimum Payment shown on each monthly statement by the due date to avoid delinquency. You may pay the entire New Balance on your Account at any time.

#### **How finance charges are determined**

14. **How We Compute the Finance Charge.** Finance Charges on your Account for Purchases and Cash Advances are calculated separately.

Finance Charges for Purchases are figured by applying a Daily Periodic Rate (nominal Annual Percentage Rate divided by 365 days) to your Daily Balances of Purchases, and adding together any such Finance Charges for each day in the Billing Cycle. Finance Charges for Cash Advances are figured by applying the Daily Periodic Rate to your Daily Balances of Cash Advances, and adding together any such Finance Charges for each day in the Billing Cycle, plus any applicable Cash Advance Fee(s).

To determine the Daily Balances of Cash Advances, we take the beginning balance of Cash Advances on your Account each day, add any new Cash Advances and any unpaid Finance Charges on Cash Advances, and subtract any payments and credits applied to Cash Advances that day. This gives us the Daily Balances of Cash Advances. A Finance Charge is imposed on a Cash Advance (including a Convenience Check), or portion of it, from the date the Cash Advance is included in the Daily Balance, until the date payment in full is received.

To determine the Daily Balances for Purchases, we take the beginning balance of Purchases on your Account each day, add any new Purchases, any unpaid Finance Charges on Purchases, any other charges posted to your Account, and any unpaid Calling Transactions from prior Billing Cycles, and subtract any payments and credits applied to the Purchases that day. This gives us the Daily Balances of Purchases.

A Finance Charge is imposed on a Purchase from the date the Purchase is included in the Daily Balance until the date payment in full is received. However, no Finance Charge is imposed on new Purchases in the Billing Cycle in which they are posted to your Account if in the prior Billing Cycle you had no New Balance, or if you paid the entire New Balance on your Account by the Payment Due Date on the monthly statement for that cycle. The Payment Due Date will be no less than 25 days after the closing date of your previous Billing Cycle. No Finance Charge is imposed on Calling Transactions in the Billing Cycle in which they are posted to your Account. Any Calling Transaction that is not paid by the Payment Due Date on the monthly statement in which it is billed is added to your Daily Balance of Purchases on the first day of the next Billing Cycle.

Purchases and Cash Advances are included in the Daily Balance of the Account as of the Transaction Date, except that Convenience Checks are included as of the Posting Date. If a transaction (other than a Convenience Check) is posted in a Billing Cycle after the cycle in which the transaction occurred, the amount of that transaction is included in the Daily Balances of Purchases or Cash Advances as of the transaction date. Accrued Finance Charges are included in the Daily Balance of Purchases or Cash Advances daily.

The nominal Annual Percentage Rate that applies to your Account may be changed one time in each month or quarter as indicated on your card carrier. It will be calculated by taking the three-month London Interbank Offered Rate (LIBOR) published in *The Wall Street Journal*, converted to a decimal and rounded up to the nearest 1/10 of a percent, one business day prior to the 17th day of January, April, July and October of each year and adding the margin indicated on your card carrier to that rate. Any change in the nominal Annual Percentage Rate will go into effect on the first day of your new Billing Cycle starting after the first day of the next calendar month (if your Account changes monthly) or quarter (if your Account changes quarterly) and may result in an increase or decrease in the Finance Charge imposed on your Account. There will be a minimum FINANCE CHARGE of 50¢ in any Billing Cycle in which a Finance Charge at a Periodic Rate is charged.

The rate on your entire Account balance (including any promotional rates) may be increased to a fixed ANNUAL PERCENTAGE RATE of 23.9% (.06548% Daily Periodic Rate) if any one or more of the following events occur on any of your Accounts: (1) payment is not received by the Payment Due Date, (2) your outstanding balance exceeds

your credit line at any time during a Billing Cycle or (3) any payment you send us is returned unpaid for any reason. Such increase will be effective on the first day of the Billing Cycle during which any of your Accounts become past due, overlimit or a payment is returned unpaid. You may again qualify for the lower variable rate based on the index, margin and Periodic Rate Review months disclosed on your card carrier once your Account, for 12 consecutive Billing Cycles, has remained current, your outstanding balance has remained at or below your credit line and no payments have been returned unpaid.

We add a fee for each Cash Advance, including Quasi-cash Cash Advances, posted to your Account. Cash Advances include withdrawals of cash from ATMs. Cash Advances provided by banks or other institutions and Convenience Checks. Quasi-cash Cash Advances include, but are not limited to, wire transfers, foreign currency, traveler's checks, money orders, casino gaming chips, off-track betting and wagers, and tax payments. The Cash Advance Fee/FINANCE CHARGE for Cash Advances applicable to your Account is 3% of each Cash Advance amount, but never less than \$5 or more than \$25. The Cash Advance Fee/FINANCE CHARGE for Quasi-cash Cash Advances is 3% of each Quasi-cash amount, but never less than \$10. The Cash Advance Fee/FINANCE CHARGE will increase the Annual Percentage Rate (APR) appearing on the monthly statement in which the Cash Advance is posted to your Account.

Any Finance Charge shown on your monthly statement is computed only through the last day of the Billing Cycle. Since Finance Charges continue to accrue until the date your payment is received and posted to your Account, additional Finance Charges may appear on the following month's statement. The amount of the Finance Charge and the Cash Advance Fee may be changed from time to time.

#### **Your billing rights and our responsibilities**

**15. 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 the address provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we send 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.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**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 is 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 line. 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 did not 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 10 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 do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and the purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### **Account fees explained.**

**16. Account Fees.** Subject to applicable law, we may charge you, and you agree to pay, the following fees. If your Minimum Payment is not received by the Payment Due Date shown on your monthly statement, we may impose and you agree to pay a late fee as indicated on your card carrier. You will not be assessed late charges more than once for any single payment. During any Billing Cycle in which your outstanding balance exceeds your credit line, we may charge and you agree to pay an overlimit fee as indicated on your card carrier. If any payment you send us on your Account is returned unpaid, for any reason, we may charge and you agree to pay a Returned Check fee as indicated on your card carrier. We may also assess this fee if, for any reason, we return an unpaid Convenience Check. Your annual membership fee, if applicable, is non-refundable and will be billed to your Account and is indicated on your card carrier. We may change the amount of these fees or add new fees from time to time.

**17. Immediate Repayment of your Full Balance.** You will be in default, and we may, without notifying you in advance, close your Account, cancel all Cards issued on it and demand immediate payment of your entire balance if any of the following occurs: You fail to make a payment when it is due; you do not follow the terms of the Agreement in any way; you have made any false or misleading statement on the application for your Account; you fail to pay any other loans you owe us; you become insolvent or die; there is an attachment, execution or levy against you or your property; you make an assignment for the benefit of creditors; a bankruptcy petition is filed by or against you; a guardian, conservator, receiver, custodian or trustee is appointed for you; you are generally not paying your debts as they come due; or there has been an adverse change in your financial standing. If you are in default and fail to pay any amounts you owe on your Account, you will be liable for our costs of collection and, if we refer this claim to an attorney for collection, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action.

#### **Our rights and what they mean to you.**

**18. Delay in Enforcement.** We can delay enforcing or fail to enforce any of our rights under this Agreement without losing them.

**19. Credit Reports.** You authorize us, our subsidiaries and affiliates, and Universal Card Services Corp. and its parent, to make or have made any credit, employment and investigative inquiries we deem appropriate related to this extension of credit or the collection of amounts owed on your Account. Information concerning your Account or credit history with us can be furnished by these parties to consumer reporting agencies and others who may properly receive that information. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement. From time to time, we may monitor telephone calls between you and Universal Card Services Corp. and/or us to assure the quality of our customer service.

**20. Change in Terms of Your Account.** We can change any terms of your Account at any time. We will provide you with notice as required by law by mailing a notice to you at the latest address shown in our records. Any changes will apply to the current balance of your Account as we have to future balances. You may choose to accept or decline a change by keeping your Account open or by closing your Account within fifteen (15) days of the notice and repaying any outstanding balance according to the old terms. Your decision to keep your Account open after any change will constitute your agreement to the change. We may sell or otherwise transfer your Account and any amounts owed by you to another creditor at any time. If we do, this Agreement will remain in effect.

**21. Law Governing This Agreement.** This Agreement and your Account shall be governed by and interpreted in accordance with the laws of the state of the issuer of the Account and the United States, regardless of where you may reside or use your Account at any time. This choice of law is made to ensure uniform procedures and interpretation for all of our cardmembers, no matter where they reside or use their Accounts.

**22. Severability.** In the event that any provision of this Agreement is held or determined invalid or unenforceable, for any reason, the remainder of the Agreement shall remain in full force and effect and unaffected by such holding or determination.

**23. Entire Agreement.** This Agreement, including your card carrier and any other written account materials, embodies the entire Agreement and understanding between us and supersedes all Agreements, statements and understandings relating to the AT&T Universal Card and the terms of its use, unless otherwise expressly stated.

**24. Cancellation.** You may cancel your Account at any time by notifying us in writing at the address on your monthly statement and returning to us all Cards issued on your Account, cut in half, and destroying all unused Convenience Checks. Even after your Account is closed, you remain responsible for paying any amounts you owe on the Account according to the terms of this Agreement. If this is a joint Account, either of you may request that the Account be closed and we will honor that request without us having any liability to either of you. We can suspend your Account privileges or cancel your Account at any time, with or without cause or notice. We may take such action if you do not use your Card to make Purchases, Cash Advances or make Calling Card Calls at least one time each year or if we determine that your Account is not maintained for personal, family or household purposes. We may issue you a different Card at any time.

**25. Headings.** The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Agreement.

**26. Reevaluation of Credit.** We may reinvestigate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.

**AT&T Calling Transactions Terms and Conditions:**

1. In these terms and conditions, the term AT&T Calling Card refers to the Calling Card function of your AT&T Universal Card. The words "you," "your" and "yours" mean each individual who applies for the AT&T Universal Card Account.
2. You agree to pay for all charges incurred with the AT&T Calling Card and/or with respect to your Designated Telephone Number and to comply with the other terms set forth herein.
3. Your AT&T Calling Card is not transferable. You may authorize others to use the AT&T Calling Card, but the responsibility of payment for the charges incurred will remain yours.
4. Charges for AT&T telecommunications services will be rated and charged in United States dollars in accordance with AT&T's effective tariffs. AT&T tariff rates for AT&T Calling Card Calls include a service charge, which will vary depending upon where and how you call. The service charge as of February 1998 for a state-to-state AT&T Calling Card Call using 1 800 CALL ATT is 65¢ for a non-operator-assisted call and \$2.25 for an operator-assisted call. The service charge as of February 1998 for an in-state AT&T Calling Card Call using 1 800 CALL ATT ranges from 20¢ to \$1.05 for a non-operator-assisted call and from 50¢ to \$2.25 for an operator-assisted call. These service charges may vary if you have an AT&T optional calling plan or use other dialing methods. For example 0 or 10-ATT, to place an AT&T Calling Card Call. All rates are subject to change without notice.
5. A separate charge will be assessed for calls originated from pay phones to recover a pay phone usage fee imposed upon AT&T by the FCC. As of December 1997, that charge is 30¢.
6. In the event the AT&T Calling Card may be used for AT&T Services not covered by tariff, AT&T will attempt to provide such non-tariffed services as described in its marketing materials, but AT&T does not warrant such services to be error-free or fit for any particular purpose. You may not use the non-tariffed portion of the services for any unlawful purpose and you are responsible for and will hold AT&T harmless against the consequences of any such unlawful use of any slander, libel or other actionable content in any message. The liability of AT&T, or any of its employees, agents or cooperating service provider(s) arising from any misdelivery, non-delivery or any other errors or omissions in the provision of the non-tariffed portion of the services is limited to an amount equal to the charge for any such service(s).
7. Your Account may be subject to a maximum monthly usage limit.
8. If AT&T suspects fraudulent use of your AT&T Calling Card, AT&T may, among other things, suspend or terminate your card without further notice.

---

 10% Post Consumer Waste

**AT&T Universal Card Cardmember Agreement**

**AT&T Universal Card Credit Agreement**

This Agreement along with your card carrier and any other written account materials contains the terms which govern your AT&T Universal Card and Account. Please read these documents and keep them with your other important papers.

**1. Definitions.** In this Agreement, the word "Card" means a single Card or two or more Cards we have issued to you under this Agreement. The words "you," "your," "yours" and "cardmember" mean each individual who applies for a Card. The words "we," "our" or "us" mean the issuer of the AT&T Universal Card. The word "Account" means the AT&T Universal Card Account for which you were issued a Card imprinted with your Account Number. The words "Authorized User" mean any person to whom you give permission to use your Account. The words "Transaction Date" mean the date the goods or services were purchased or the date the Cash Advance was made. The words "Posting Date" mean the date that the charge was debited and/or credited to your Account. The words "Designated Telephone Number" mean the telephone number to which your Dial-1 service is billed, which may or may not be your home telephone number. The words "Calling Transactions" mean the Calling Card Calls you make with your Card and all other calls billed to your Account to the extent you otherwise agree, if made from or billed to your Designated Telephone Number.

**2. Your Responsibility for the Account.** You are responsible for all amounts owed on your Account, whether it is used by you or by an Authorized User, and you agree to pay such amounts according to the terms of this Agreement. If this is a joint Account, each of you, together and individually, is responsible for all amounts owed, even if the Account is used by only one of you. In order to cancel permission of an Authorized User to use your AT&T Universal Card Account, you must notify us in writing and you must return to us, with your written notice, any Card in the possession of the Authorized User. You will continue to be liable for all Purchases and Cash Advances made by an Authorized User, and all other resulting Account fees and charges, until we receive your letter and the Card. If we ask, you must cut the Card in half and return it to us. You must sign each Card as soon as you receive it.

You will continue to be liable for the entire balance of your Account, even if your co-applicant is ordered by a court to pay us. If a court orders your co-applicant to pay all or a portion of your Account balance, you will remain liable to us if your co-applicant fails to pay as ordered by the court, and your Account status will continue to be reported to the credit bureau under your name.

From time to time you may hear about new products and services being offered to you and other cardmembers. If you would prefer not to receive this information either by telephone or mail or both, just let us know by calling our toll-free Customer Service number: 1 800 423-4343.

**3. Accepting This Agreement.** This Agreement will be effective when you or an Authorized User uses the Card, or if you fail to cut your Card in half and return it to us within 30 days after it is issued to you or when you call and activate the Card by the Card Activation Number process.

**How to use your creditline:**

**4. Your Credit Line.** You may not use your Account in any way that would cause you to go over your credit line. We may refuse to authorize or accept any transaction on your Account which would cause you to exceed your credit line. It is your obligation not to exceed the credit line for your Account. If you owe more than your credit line, you agree to pay the excess immediately upon our request and we may charge you an overlimit fee, as described in Section 16 of this Agreement, and/or

Exh. C

ACCOUNT NUMBER	BALANCE AS OF 12/20/2007	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
5491130371104720	16,637.89	PAST DUE	16,637.89	\$

Make Checks Payable To Unifund

**UNIFUND STATEMENT**

ERIC J PORTER  
705 GOOD ST  
HOJTDAL PA 16651

**MESSAGE FROM UNIFUND**

YOUR ACCOUNT IS PAST DUE \$16,637.89. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY. IF YOU HAVE ALREADY SENT A PAYMENT FOR THE ABOVE AMOUNT, THANK YOU.

**TRANSACTIONS:**

Date	Transaction	Balance	Due	Payments	New Balance
12/20/2007	This Account Was Issued Under The Name Of CITIBANK SOUTH DAKOTA NA and Acquired From Citibank (South Dakota) NA.	16,637.89	16,637.89	0	16,637.89

PROMPT CREDITING OF PAYMENTS. TO RECEIVE CREDIT FOR PAYMENTS AS OF THE DATE OF RECEIPT, WE MUST RECEIVE YOUR CHECK OR MONEY ORDER AT:

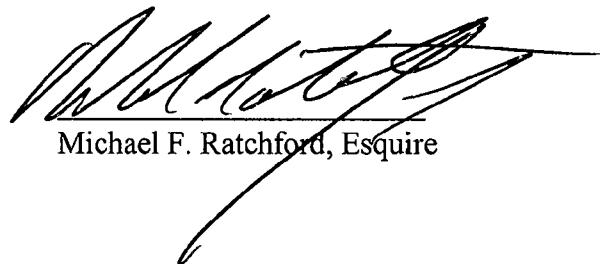
UNIFUND  
10625 TECHWOODS CIRCLE  
CINCINNATI, OH 45242

PAYMENTS RECEIVED AT THE ABOVE ADDRESS IN THE MANNER SPECIFIED AFTER THAT TIME WILL BE CREDITED TO YOUR ACCOUNT AS OF OUR NEXT BUSINESS DAY. THE CREDITING TO YOUR ACCOUNT OF PAYMENTS RECEIVED AT ANY LOCATION OTHER THAN THE ABOVE ADDRESS MAY BE DELAYED UP TO 5 DAYS OF RECEIPT.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. FEDERAL LAW REQUIRES US TO INFORM YOU THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**VERIFICATION**

I, Michael F. Ratchford, attorney for Plaintiff, Unifund CCR Partners assignee of Palisades Collection, LLC, am fully familiar with the facts set forth in the within Complaint and am authorized to make this Verification on behalf of Plaintiff. I Verify that the facts set forth in the within allegations are true and correct to the best of my knowledge, knowing that any false statements are punishable by law pursuant to 18 C.S.A. 4904.



Michael F. Ratchford, Esquire

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

UNIFUND CCR PARTNERS ASSIGNEE OF :  
PALISADES COLLECTION, LLC :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 : No. 08 - E32 - CD  
Plaintiff :  
Vs. : PRELIMINARY OBJECTIONS  
ERIC J. PORTER :  
705 Good Street :  
Houtzdale, PA 16651 :  
Defendant :  
VPA

Filed on Behalf of:  
Defendant

Counsel of Record for  
this Party:  
Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

FILED 3cc Atty Belin  
O/10/31 am  
APR 17 2008  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

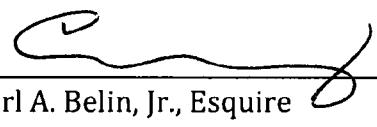
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

UNIFUND CCR PARTNERS ASSIGNEE OF	:	
PALISADES COLLECTION, LLC	:	
10625 Techwoods Circle	:	
Cincinnati, OH 45242	:	No. 08 - 532 - CD
Plaintiff	:	
VS.	:	
ERIC J. PORTER	:	
705 Good Street	:	
Houtzdale, PA 16651	:	
Defendant	:	

**NOTICE**

You are hereby notified to plead to Paragraphs 3 and 4 of the within pleading within twenty (20) days of service thereof, or default judgment may be entered against you.

BELIN, KUBISTA & RYAN LLP

By   
Carl A. Belin, Jr., Esquire  
Attorney for Defendant  
Eric J. Porter

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

UNIFUND CCR PARTNERS ASSIGNEE OF	:	
PALISADES COLLECTION, LLC	:	
10625 Techwoods Circle	:	
Cincinnati, OH 45242	:	No. 08 - 532 - CD
Plaintiff	:	
	:	
Vs.	:	
	:	
ERIC J. PORTER	:	
705 Good Street	:	
Houtzdale, PA 16651	:	
Defendant	:	

**PRELIMINARY OBJECTIONS**

AND NOW comes the Defendant, Eric Porter ("Porter") by and through his attorneys, Belin, Kubista & Ryan LLP, and files the following preliminary objections and in support thereof avers as follows:

**COUNT I**

**MOTION TO STRIKE**

1. The complaint filed by Unified CCR Partners assignee of Palisades Collection, LLC ("Unified") avers that Porter had contracted with Citibank South Dakota NA ("Citi") for a credit card which was based upon a written contract but no application or other written agreement was attached to the complaint.

2. That pursuant to the Pennsylvania Rules of Civil Procedure 1019 (h) and (i), Unified has alleged a contract based upon a writing but has failed to attach a copy of either

the application or the contract for the credit card with Citi which must be attached pursuant to Rule 1019(h).

WHEREFORE, Porter requests Your Honorable Court to strike the complaint.

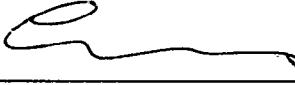
**COUNT II**

**DEMURRER**

3. Porter has never had a credit card with Citibank as an individual.
4. Porter believes and avers that any credit card with Citibank was a corporate card in the name of TQA Fabrication, or a third person in the corporation, and Porter had no individual liability for such card.

WHEREFORE, Porter demurrs to the Complaint and requests Your Honorable Court to dismiss the Complaint.

BELIN, KUBISTA & RYAN LLP

By 

Carl A. Belin, Esquire  
Attorney for Defendant  
Eric J. Porter

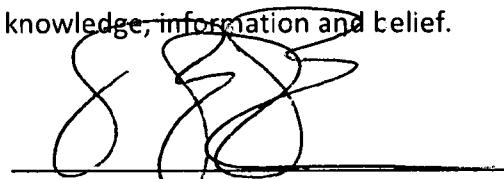
COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF CLEARFIELD

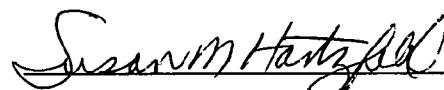
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Before me the undersigned officer, personally appeared Eric J. Porter, who being duly sworn according to law, depose and say that the facts set forth in the foregoing Preliminary Objections are true and correct to the best of his knowledge, information and belief.



Eric J. Porter

Sworn and subscribed before me this 17<sup>th</sup> day of April, 2008.



Notary Public

NOTARIAL SEAL  
SUSAN M. HARTZFELD, NOTARY PUBLIC  
CLEARFIELD BORO., CLEARFIELD CO.  
MY COMMISSION EXPIRES AUG. 16, 2009

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

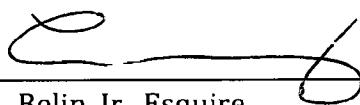
UNIFUND CCR PARTNERS ASSIGNEE OF	:	
PALISADES COLLECTION, LLC	:	
10625 Techwoods Circle	:	
Cincinnati, OH 45242	:	No. 08 - 532 - CD
Plaintiff	:	
VS.	:	
ERIC J. PORTER	:	
705 Good Street	:	
Houtzdale, PA 16651	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has sent a true and correct copy of Defendant Eric J. Porter's Preliminary Objections in the above-captioned matter to the following parties by facsimile and by postage prepaid United States first class mail on the 17<sup>th</sup> day of April, 2008:

Edwin A. Abrahamsen & Assoc.  
Michael F. Ratchford, Esquire  
Scott J. Best, Esquire  
1729 Pittston Avenue  
Scranton, PA 18505

BELIN, KUBISTA & RYAN LLP

By   
Carl A. Belin, Jr., Esquire  
Attorney for Defendant  
Eric J. Porter

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS :  
Plaintiff : CIVIL ACTION  
v. : NO.: 08-532-CD  
ERIC J. PORTER :  
Defendant :  
\_\_\_\_\_

14  
FILED (3)

MAY 08 2008  
10:30 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 copy to Appy

**PLAINTIFF'S RESPONSE TO DEFENDANT'S  
PRELIMINARY OBJECTIONS**

Plaintiff, Unifund CCR Partners, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., files its Response to Defendant's Preliminary Objections as follows:

**COUNT I**

**PLAINTIFF'S COMPLAINT SHOULD NOT BE STRICKEN**

1. Denied. The allegations of paragraph 1 of Defendant's Preliminary Objections are conclusions of law, which are deemed denied. To the extent a further response is deemed necessary, Plaintiff denies that its Complaint fails to attach the contract upon which the cause of action is based. To the contrary, the Complaint specifically states in paragraph 6 that use of the Citibank credit card was subject to the terms of the Cardmember Agreement, "attached hereto and marked Exhibit C."

2. Denied. The allegations of paragraph 2 of Defendant's Preliminary Objections are conclusions of law, which are deemed denied. To the extent a further response is deemed necessary, Plaintiff denies that its Complaint fails to attach the contract upon which the cause of action is based. To the contrary, the documents upon

which the cause of action is based were attached to the Complaint as Exhibit A, B and C. Additionally; Plaintiff denies that it failed to comply with Pa.R.C.P. 1019(h) or (i) in any manner, and particularly not as alleged by Defendant.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to deny the Defendant's preliminary objections and grant such other relief as the court deems just and appropriate.

## COUNT II

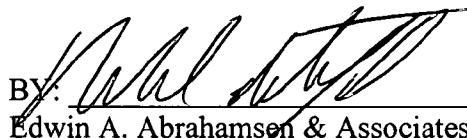
### **DEFENDANT IS NOT ENTITLED TO A DEMURRER**

3. Denied. Plaintiff denies that the Defendant did not ever have a Citibank credit card. To the contrary, as set forth in the Complaint, the Plaintiff acquired and used the subject credit card before defaulting on his payment obligation.

4. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the Defendant's allegations contained in paragraph 4 of the preliminary objections. Hence, the allegations are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to deny the Defendant's preliminary objections and grant such other relief as the court deems just and appropriate.

Respectfully submitted,

BY:   
Edwin A. Abrahamsen & Associates, P.C.  
Michael F. Ratchford, Esquire  
Attorney I.D. Nos.: 86285

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

UNIFUND CCR PARTNERS :  
Plaintiff : CIVIL ACTION  
v. : NO.: 08-532-CD  
ERIC J. PORTER :  
Defendant :

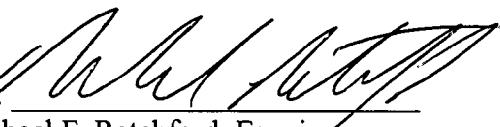
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**CERTIFICATE OF SERVICE**

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of the Plaintiff's Response to Defendant's Preliminary Objections was served via first class United States Mail, postage prepaid on the date set forth below upon the following:

Carl A. Belin, Jr., Esquire  
Belin, Kubista & Ryan LLP  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
Attorney for Defendant

Date: 5/6/08

BY: 

Michael F. Ratchford, Esquire  
Edwin A. Abrahamsen & Associates  
Attorney I.D. Nos.: 86285  
120 N. Keyser Avenue  
Scranton, PA 18504

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

UNIFUND CCR PARTNERS ASSIGNEE OF :  
PALISADES COLLECTION, LLC :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 : No. 08 - 532 - CD  
Plaintiff :  
:  
Vs. :  
ERIC J. PORTER :  
705 Good Street :  
Houtzdale, PA 16651 :  
Defendant :  
:

## ORDER

AND NOW, this 15<sup>th</sup> day of MAY, 2008, upon consideration of Defendant's Preliminary Objections it is the ORDER of this Court that oral argument shall be heard by the Court in the above-captioned action on June 5, 2008, at 3:15 o'clock P.m., Courtroom # 1, Clearfield County Courthouse.

BY THE COURT:

*Feder J. Kinneman*

FILED 03:34 PM MAY 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

64

**FILED**

**MAY 15 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5/15/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s),  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

UNIFUND CCR PARTNERS assignee of \*  
Palisades Collection, LLC, \*  
Plaintiff \*  
vs. \* NO. 08-532-CD  
ERIC J. PORTER, \*  
Defendant \*

## ORDER

NOW, this 4<sup>th</sup> day of June, 2008, it is the ORDER of this Court that the Defendant's Preliminary Objections to the Plaintiff's Complaint be granted. The Plaintiff shall have no more than 30 days from this date to file an Amended Complaint which shall contain a true and correct copy of the agreement or application, signed by the Defendant, entered into by the Defendant at the time the credit card was issued as well as detailed statements of the account showing purchases made, the name the account was in and calculation of all interest charges, late fees, attorney's fees and any other costs or charges which are part of the demand for payment.

BY THE COURT,

FREDRIC J. AMMERMAN  
President Judge

FILED  
12/31/80

William A. Shaw  
Prothonotary/Clerk of Courts

64

**FILED**

**JUN 09 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 6/9/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103942  
NO: 08-532-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: UNIFUND CCR PARTNERS Assignee  
vs.  
DEFENDANT: ERIC J. PORTER

**SHERIFF RETURN**

NOW, April 02, 2008 AT 5:20 PM SERVED THE WITHIN COMPLAINT ON ERIC J. PORTER DEFENDANT AT 705 GOOD ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KATHLEEN FORCEY, MOTHER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**

03/09/2008  
JUL 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	008289	10.00
SHERIFF HAWKINS	ABRAHAMSEN	008289	54.36

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

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

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

UNIFUND CCR PARTNERS ASSIGNEE OF :  
PALISADES COLLECTION, LLC :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 : No. 08 - 532 - CD  
Plaintiff :  
:  
Vs. : MOTION FOR JUDGMENT  
: FOR FAILURE TO COMPLY  
ERIC C. PORTER : WITH COURT ORDER  
705 Good Street :  
Houtzdale, PA 16651 :  
Defendant :  
:

Filed on Behalf of:  
Defendant

Counsel of Record for  
this Party:  
Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972 (PHONE)  
(814) 765-9893 (FAX)

FILED  
03:37 07 Aug 2008  
4UG 26 2008  
Belin

William A. Shaw  
Prothonotary/Clerk of Courts

(G10)

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

UNIFUND CCR PARTNERS ASSIGNEE OF :  
PALISADES COLLECTION, LLC :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 : No. 08 - 532 - CD  
Plaintiff :  
:  
Vs. :  
:  
ERIC J. PORTER :  
705 Good Street :  
Houtzdale, PA 16551 :  
Defendant :  
:

ORDER

AND NOW, this 27<sup>th</sup> day of August, 2008,  
upon reading and considering the foregoing, the motion is  
hereby granted and judgment is hereby entered in favor of  
Defendant in the above-captioned action.

BY THE COURT,



FILED 2cc  
08-4851 Atty Belin  
AUG 27 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
(61)

DATE: 8/27/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

**FILED**

AUG 27 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

UNIFUND CCR PARTNERS ASSIGNEE OF :  
PALISADES COLLECTION, LLC :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 : No. 08 - 532 - CD  
Plaintiff :  
Vs. :  
ERIC J. PORTER :  
705 Good Street :  
Houtzdale, PA 16651 :  
Defendant :  
:

**MOTION FOR JUDGMENT FOR FAILURE TO COMPLY**

WITH COURT ORDER

AND NOW comes Eric J. Porter by his attorneys, Belin, Kubista & Ryan LLP, and files the following motion for judgment, and in support thereof avers as follows:

1. That Plaintiff in the above-captioned action, filed a  
complaint on March 24, 2008.

2. That Defendant filed Preliminary Objections on April 17, 2008, in which a demurrer and motion to strike were filed

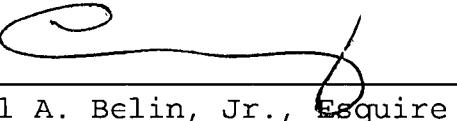
3. That following argument, at which the Plaintiff did not appear, the Court entered an Order dated June 9, 2008, which provides that Plaintiff was directed to file an amended

complaint setting forth a copy of the written agreement or application signed by the Defendant, as well as certain other information within thirty (30) days of said Order.

4. That Plaintiff has failed to file said amended complaint for a period in excess of sixty (60) days.

WHEREFORE, Defendant requests Your Honorable Court enter an order dismissing the action and entering judgment for the Defendant.

BELIN, KUBISTA & RYAN LLP

By   
Carl A. Belin, Jr., Esquire

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

UNIFUND CCR PARTNERS ASSIGNEE OF :  
PALISADES COLLECTION, LLC :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 : No. 08 - 532 - CD  
Plaintiff :  
:  
Vs. : CERTIFICATE OF SERVICE  
:  
ERIC J. PORTER :  
705 Good Street :  
Houtzdale, PA 16651 :  
Defendant :  
:

Filed on Behalf of:  
Defendant

Counsel of Record for  
this Party:  
Carl A. Belin, Jr., Esquire  
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP  
15 North Front Street  
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FILED NO CC  
03/11/04  
AUG 23 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

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

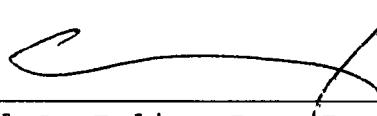
UNIFUND CCR PARTNERS ASSIGNEE OF	:	
PALISADES COLLECTION, LLC	:	
10625 Techwoods Circle	:	
Cincinnati, OH 45242	:	No. 08 - 532 - CD
Plaintiff	:	
VS.	:	
ERIC J. PORTER	:	
705 Good Street	:	
Hutzdale, PA 16651	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has sent a certified copy of Defendant Eric J. Porter's Motion For Judgment For Failure To Comply With Court Order and Order in the above-captioned matter to the following party by postage prepaid United States first class mail on the 28th day of August, 2008:

Edwin A. Abrahamser & Assoc.  
Michael F. Ratchford, Esquire  
Scott J. Best, Esquire  
1729 Pittston Avenue  
Scranton, PA 18505

BELIN, KUBISTA & RYAN LLP

By 

Carl A. Belin, Jr., Esquire  
Attorney for Defendant  
Eric J. Porter