

08-583-CD  
Unifund vs Andrew Batcho

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS  
Clearfield  
JUDICIAL DISTRICT

46<sup>th</sup>

NOTICE OF APPEAL

FROM  
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

08-583-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	Unifund CCR Partners % Abrahamsen		MAG. DIST. NO. OR NAME OF D.J.	46-3-02
ADDRESS OF APPELLANT	1729 Pittston Ave. Scranton, PA 18505		CITY	STATE
DATE OF JUDGMENT	3/4/08	IN THE CASE OF (Plaintiff)	(Defendant)	
CLAIM NO.	CV 19-005-08	VS	Andrew Batcho	
LT 19				

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To \_\_\_\_\_, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

Signature of Prothonotary or Deputy

FILED Atty Ratchford  
MAY 14 2008 pd. 95.00  
MAR 31 2008  
SIC to Atty Ratchford  
Def  
MSJ Ireland  
William A. Shaw  
Prothonotary/Clerk of Courts

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### PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
*(date of service)* \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, *(name)* \_\_\_\_\_, on  
\_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to  
whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_\_.

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_\_.

46th

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

08-583-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
Unifund CCR Partners % Abrahamsen	46-3-02		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
1729 Pittston Ave.	Scranton	PA	18505
DATE OF JUDGMENT	IN THE CASE OF Plaintiff		
3/4/08	Unifund vs. Andrew Battie (Defendant)		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 19-005-08	X		
LT 19			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

## RULE: To \_\_\_\_\_

Name of appellee(s)

appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_, 19 \_\_\_\_\_. \_\_\_\_\_

Signature of Prothonotary or Deputy

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
*(date of service)* \_\_\_\_\_, 19\_\_\_\_\_.  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_ on  
\_\_\_\_\_, 19\_\_\_\_\_.  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_\_.  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_\_.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**

Address: **650 LEONARD ST  
STE 113  
CLEARFIELD, PA**

Telephone: **(814) 765-5335** 16830

**C/O EDWIN A ABRHAHAMSEN & ASSOC., PC  
1729 PITTSTON AVE  
SCRANTON, PA 18505**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**UNIFUND CCR PARTNERS ASSIGNEE  
1729 PITTSTON AVE  
SCRANTON, PA 18505**

NAME and ADDRESS

DEFENDANT:

**BATCHO, ANDREW G  
45 ROCKY BEND RD  
CLEARFIELD, PA 16830**

NAME and ADDRESS

Docket No.: **CV-0000005-08**  
Date Filed: **1/08/08**



**THIS IS TO NOTIFY YOU THAT:**

**FOR DEFENDANT**

(Date of Judgment) **3/04/08**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>BATCHO, ANDREW G</b>	<p><input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>UNIFUND CCR PARTNERS, ASSIGNEE</b> in the amount of \$ <b>.00</b></p> <p><input type="checkbox"/> Defendants are jointly and severally liable.</p> <p><input type="checkbox"/> Damages will be assessed on Date &amp; Time _____</p> <p><input type="checkbox"/> This case dismissed without prejudice.</p> <p><input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____</p> <p><input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>Amount of Judgment</td><td>\$ <b>.00</b></td></tr><tr><td>Judgment Costs</td><td>\$ <b>.00</b></td></tr><tr><td>Interest on Judgment</td><td>\$ <b>.00</b></td></tr><tr><td>Attorney Fees</td><td>\$ <b>.00</b></td></tr><tr><td><b>Total</b></td><td>\$ <b>.00</b></td></tr><tr><td>Post Judgment Credits</td><td>\$ _____</td></tr><tr><td>Post Judgment Costs</td><td>\$ _____</td></tr><tr><td colspan="2" style="text-align: right;"><b>Certified Judgment Total</b> \$ _____</td></tr></table>	Amount of Judgment	\$ <b>.00</b>	Judgment Costs	\$ <b>.00</b>	Interest on Judgment	\$ <b>.00</b>	Attorney Fees	\$ <b>.00</b>	<b>Total</b>	\$ <b>.00</b>	Post Judgment Credits	\$ _____	Post Judgment Costs	\$ _____	<b>Certified Judgment Total</b> \$ _____	
Amount of Judgment			\$ <b>.00</b>															
Judgment Costs			\$ <b>.00</b>															
Interest on Judgment			\$ <b>.00</b>															
Attorney Fees			\$ <b>.00</b>															
<b>Total</b>			\$ <b>.00</b>															
Post Judgment Credits	\$ _____																	
Post Judgment Costs	\$ _____																	
<b>Certified Judgment Total</b> \$ _____																		

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**MAR 04 2008** Date Ronald J. Gola, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **3/04/08 2:43:00 PM**

*U07-0538*

FILED

MAR 3 1 2009

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS :  
ASSIGNEE OF PALISADES : CIVIL ACTION  
ACQUISITION XVI, :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 :  
Plaintiff :  
: :  
: NO: 08-583-CD  
vs. :  
: :  
ANDREW G BATCHO :  
45 ROCKY BEND RD :  
CLEARFIELD PA 16830 :  
Defendant :  
-----

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice 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

FILED 2cc  
M 11 48 1011 MAR 3 1 2008 Atty Ratchford  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS :  
ASSIGNEE OF PALISADES : CIVIL ACTION  
ACQUISITION XVI, :  
10625 Techwoods Circle :  
Cincinnati, OH 45242 :  
Plaintiff :  
: :  
: NO:  
vs. :  
: :  
ANDREW G BATCHO :  
45 ROCKY BEND RD :  
CLEARFIELD PA 16830 :  
Defendant :  
\_\_\_\_\_  
\_\_\_\_\_

COMPLAINT

Plaintiff, UNIFUND CCR PARTNERS ASSIGNEE OF PALISADES ACQUISITION XVI,, 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 ACQUISITION XVI,, (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
2. The Defendant ANDREW G BATCHO (hereinafter "Defendant") is an adult individual residing at 45 ROCKY BEND RD CLEARFIELD PA 16830.
3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.
4. On January 8, 2008 Plaintiff initiated legal action to recover the within past due credit card account by filing a Complaint in Magisterial District Court46-3-02.

5. This Court of Common Pleas Complaint is the Appeal of the judgment awarded to Defendant in that court.

6. Defendant applied for and received a credit card issued by CHASE MANHATTAN BANK USA with the account number 4225813150212436.

7. The within account was sold by CHASE MANHATTAN BANK USA 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.")

8. Use of the CHASE MANHATTAN BANK USA 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.")

9. Defendant used the CHASE MANHATTAN BANK USA credit card account number 4225813150212436, for purchases, cash advances and/or balance transfers.

10. 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.")

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

12. The account became delinquent on August 31, 2005.

13. The principal amount was \$1,359.48 at the time it was received by Plaintiff.

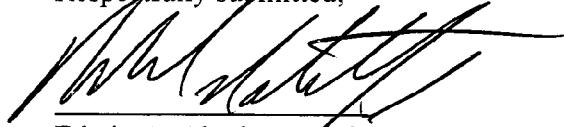
14. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6.

15. The total amount due and owing the Plaintiff including interest, is \$1,648.21.

16. 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 \$1,648.21 plus costs of suit, reasonable attorneys' fees of \$164.82 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

Subject to the terms and conditions of that certain Sale Agreement, dated as of March 5, 2007 (the "Agreement"), between PALISADES ACQUISITION XV, LLC ("Seller"), a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 and PALISADES ACQUISITION XVI, LLC ("Buyer"), a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, and for the consideration set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, convey, assign, transfer, set over and deliver to Buyer all of Seller's right, title and interest in all of the Receivable Assets, which such Receivable Assets are more fully described in the Agreement.

This Bill of Sale is being delivered pursuant to the Agreement and is subject to each of the terms set forth therein.

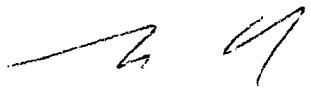
This Bill of Sale shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on its behalf by its duly authorized officer as of this 5 day of March, 2007.

**PALISADES ACQUISITION XV, LLC**

By: 

Name: Mitchell Shan  
Title: Manager

# Exhibit B

## Cardmember Agreement

### 1. ACCEPTANCE OF THIS AGREEMENT

This agreement governs your credit card account with us referenced on the card carrier containing the card for this account. Any use of your account is covered by this agreement. Please read the entire agreement and keep it for your records. The entire agreement may be in separate parts, including this document and a "Rates and Fees" table that is expressly made a part of this agreement. You authorize us to pay for and charge your account for all transactions made on your account. You promise to pay us for all transactions made on your account, as well as any fees or finance charges. If this is a joint account, each of you, together and individually, is responsible for paying all amounts owed, even if the account is used by only one of you.

Please sign the back of your credit card when you receive it. You will be bound by this agreement if you or anyone authorized by you use your account for any purpose, even if you don't sign your card. Whether you use your account or not, you will be bound by this agreement unless you cancel your account within 30 days after receiving your card and you have not used your account for any purpose.

Throughout this agreement, the words "we", "us" and "our" mean Chase Manhattan Bank USA, N.A., the issuer of your credit card and account. The words "you", "your" and "yours" mean all persons responsible for complying with this agreement, including the person who applied for the account and the person to whom we address billing statements, as well as any person who agrees to be liable on the account. The word "card" means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this agreement.

### 2. USING YOUR ACCOUNT

Your account is a consumer account and should be used only for personal, family or household purposes. Unless we agree or it is required by law, we will not be responsible for merchandise or services purchased or leased through use of your account. You promise to use your account only for valid and lawful transactions. For example, internet gambling may be illegal in some places. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible.

#### Types of Transactions:

- **Purchases:** You may use your card to pay for goods or services.
- **Checks:** We may provide you cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks may also be referred to as convenience checks.
- **Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit line, we may process a partial balance transfer up to your available credit line.
- **Cash Advances:** You may use your card to get cash from automatic teller machines, or from financial institutions accepting the card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, casino gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this account. Cash Advances may also be referred to as Advances.
- **Overdraft Advances:** If you have an eligible checking account with one of our related banks, you may link this account to your checking account with our related bank to cover an overdraft on that checking account under the terms of this agreement and your checking account agreement.

#### Billing Cycle:

In order to manage your account, we divide time into periods called "billing cycles." Each billing cycle is approximately one month in length. For each calendar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether

or not there is a billing statement for that billing cycle.

**Authorized Users:** If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your account according to the terms of its agreement. This includes your responsibility for paying all charges on your account made by an authorized user.

You may request an additional card for use by an authorized user on your account. If you do so, this account may appear on the credit report of that authorized user.

You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or card with a different account number. You should also recover and destroy any cards, checks or any other means of access to your account from that authorized user.

**Credit Line:** Your credit line appears on your billing statements. Your billing statement also may show that only a portion of your credit line may be used for cash advances. Cash advance checks, cash advances and overdraft advances are charged against the cash advance portion of your credit line, and all other transactions are charged against your credit line. You are responsible for keeping track of your account balance, including any fees and finance charges, and making sure it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overlimit fee as described in this agreement. We may, but are not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if we ask you to. This agreement applies to any balance over your credit line.

At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance portion of your credit line, at any time. However, if you have asked us not to do so, we will not increase your credit line. A change to your credit line will not affect your obligation to pay us.

**Transactions in Foreign Currencies:**

If you make a transaction in a foreign currency, Visa USA, Inc. or MasterCard International, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedures in effect on the date it processes the transaction. Currently, each of them uses either a wholesale market rate or a government-mandated rate and adds one percent to that rate. We then add two percent to the figure provided to us. If either Visa USA, or MasterCard International ceases adding one percent to the wholesale or government-mandated conversion rate, we will add three percent to the figure provided to us by that entity. The rate in effect on the processing date may differ from the rate on the date you used your card or account. The same process will be used if a transaction must be converted back into a foreign currency such as for a reversal.

**Refusal to Authorize Transactions:** We may, but are not required to, decline a transaction on your account for any of the following reasons:

- because of operational considerations,
- because your account is in default,
- if we suspect fraudulent or unlawful activity or,
- in our discretion, for any other reason.

We are not responsible for any losses if a transaction on your account is declined for any reason, either by us or a third party, even if you have sufficient credit available.

**Refusal to Pay Checks:**

Each check we write is your request for funds. When we receive a check for payment, we may review your account to decide whether to authorize that check. We may notify you if we want you to register. If you do not register, we may decline your on-line transactions.

**Refusal to Pay Checks:**

Each check we write is your request for funds. When we receive a check for payment, we may review your account to decide whether to authorize that check. We may notify you if we want you to register, we may decline your on-line transactions, including the following examples:

- We or one of our related companies is the payee on the check.
- Your credit line or cash advance portion of your credit line has been exceeded, or would be exceeded if we paid the check.

- The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.
- You have used the check after the date specified on it.

**Lost or Stolen Cards, Checks or Account Numbers:**

If any card, check, account number, or other means to access your account is lost or stolen, or you think someone used or may use them without your permission, you must notify us at once by calling the Cardholder Service telephone number shown on your card or billing statement. Do not use your account after you notify us, even if your card, check, account number or other means to access your account is found or returned. We may terminate or suspend your credit privileges when you notify us of any loss, theft or unauthorized use related to your account.

You may be liable if there is unauthorized use of your account from which you receive no benefit, but you will not be liable for more than \$50.00 of such transactions, and you will not be liable for any such transactions made after you notify us of the loss, theft or unauthorized use. However, you must identify for us the unauthorized changes from which you received no benefit.

We may require you to provide us information in writing to help us find out what happened. We may also require you to comply with certain procedures in connection with our investigation.

### 3. PAYMENTS

#### Payment Instructions:

Your billing statement and accompanying envelope include instructions you must follow for making payments and sets forth the date and time by which we must receive the payment.

You agree to pay us amounts you owe in U.S. dollars drawn on funds on deposit in a U.S. financial institution or the U.S. branch of a foreign financial institution using a payment check, money order or automatic debit that will be processed or honored by your financial institution. We will not accept cash payments. Your total available credit may not be restored for up to 15 days after we receive your payment.

Any payment check or other form of payment which you send to us for less than the full balance that is marked "paid in full" or with a similar notation or that you otherwise tender in full satisfaction of a disputed amount (conditional payment), must be sent to us at the conditional payments address listed on your monthly statement. We reserve all our rights regarding such payments. For example, if it is determined there is no valid dispute or if any such payment is received at any other address, we may accept the payment, and you will still owe any remaining balance. We may refuse to accept any such payment by returning it to you not cashing it or by destroying it. All other payments that you make should be sent to the regular payment address shown on your monthly statements.

We reserve the right to electronically collect your eligible payment checks, at first presentation and any representation, from the bank account on which the check is drawn. Our receipt of your payment checks is your authorization for us to collect the amount of the check electronically, or, if needed, by draft drawn against the bank account. Payment checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original payment check will be destroyed and an image will be maintained in our records.

#### Minimum Payment:

You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

**Refusal to Pay Checks:**

Your billing statement shows your beginning balance and your ending balance (the "New Balance") on your billing statement. If the New Balance is \$10 or less, your minimum payment due will be the New Balance. Otherwise, it will be any amount past due, plus one of the following amounts: \$10, 2% of the New Balance (reduced to the next lowest dollar), or the total finance charge shown on your statement (rounded up to the nearest dollar), whichever is greatest. But if any APR on your account is greater than 23% or your balance is over your credit line, we may require a minimum payment that is up to the sum of any amount past due, plus any amount over your credit line, plus the greater of \$10 and an amount up to 5% of the New Balance (reduced to the next lowest dollar). If the percentage of the New Balance you are required to pay increases, it will not decrease when your Prime Rate to get the APR. The daily periodic rate is calculated as described

APR decreases or your New Balance is under your credit line. For either calculation above, we may add to your minimum payment due any fees provided in this agreement such as late or overlimit fees.

**Payment Allocation:**

You agree that we are authorized to allocate your payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply your payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.

#### Credit Balances:

You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account.

#### Automatic Charges:

You may authorize a third party to automatically charge your account for repeat transactions (for example, monthly utility charges, memberships and insurance premiums). If automatic charges are stopped for any reason (including because your account is closed or suspended for any reason) or your account number changes, you are responsible for notifying the biller and paying these charges directly. If your account number changes, we may, but are not required to, pay from your new account number charges that you authorize to be billed to your old account number.

From time to time we may offer special terms for your account. If we do, we will notify you about the terms of the offer and how long they will be in effect. Any promotion is subject to the terms of this agreement, as modified by the promotional offer.

#### Delayed Payment Program:

We may offer you, in our discretion, a special promotional program that applies to eligible transactions made and/or posted to your account during a specified promotional period. We will notify you about the details of the program when we offer it to you. These transactions, if the offer provides, may be required to meet or exceed a specified dollar amount and/or take place at an eligible merchant location. If the offer provides, eligible transactions may be omitted from your account balance for the purpose of calculating the minimum payment due each month, or they may not be subject to any periodic rate finance charges for a specified period of time. If any portion of eligible transactions is not paid in full by the ending date of the program, or if your account is in default at any time during the program, that portion of the balance will thereafter be included in the minimum payment calculation and accrue finance charges in accordance with the regular terms of your agreement.

#### 4. FINANCE CHARGES

##### Daily Periodic Rates and Annual Percentage Rates:

Your annual percentage rates ("APRs") and the corresponding daily periodic rates are listed on the "Rates and Fees" table (the "Table" or "Pricing Schedule") that is at the end of this document or provided separately. To get the daily periodic rate we divide the APR by 365, and in effect always round up at the fifth place to the right of the decimal point. We may also refer to standard rates and promotional rates as preferred rates and default rates as non-preferred rates. We may also refer to any rate or fee disclosed in the Table as a rate or fee disclosed in a Pricing Schedule Box.

##### Variable Rates:

One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in The Wall Street Journal two business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of The Wall Street Journal. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice.

"Margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or federal holiday. The Rates and Fees Table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR.

Two business days before the Closing Date shown on your billing statement we see what the Prime Rate is. We then add the applicable margin to that

If our calculation results in a change to a daily periodic rate from the previous billing cycle because the Prime Rate has changed, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

#### Default Rates:

Your APRs also may vary if you are in default under this agreement or any other account or loan with us, at least the minimum payment due by the date and time due.

#### You exceed your credit line on this account.

#### You fail to make a payment to another creditor when due.

To the extent allowed by law, if at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

If any of these events occurs, we may increase the APRs (including any non-borrowed APR) on all balances up to a maximum of the default rate stated in the Rates and Fees Table. We may consider the following factors to determine your default rate: the length of time your account has been open; its existence, seniority and timing of defaults on your account; other indicies of your account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs.

If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstated standard rates for all or selected balances in your account. We may also refer to this portion of the agreement as the "Revised Customer Pricing Eligibility section."

#### Interest Charge Calculation—Average Daily Balance Method

##### Including New Transactions:

We calculate periodic finance charges separately for each balance associated with a different category of transactions (for example, purchases, balance transfers, cash advance checks, balance transfer checks, cash advances, overdraft advances, and each promotion). These calculations may combine different categories with the same daily periodic rates. This is how it works:

We calculate periodic finance charges for purchases, balance transfers, cash advance checks, cash advances, and overdraft advances by multiplying the daily balance for each of those categories by the daily periodic rate for each of those categories, each day. You may have overdraft advances only if you have linked this account to a checking account with one of our related banks. We calculate the periodic finance charges for purchases, balance transfers, cash advance checks, balance transfer checks and cash advances subject to a promotional rate the same way, but we use the promotional rate.

• get the daily balance for each day for each category.

We take the beginning balance for that day. We add to that beginning any new transactions, fees, other charges, and debit adjustments that apply to that category. We add a new purchase, cash advance, balance transfer or overdraft advance to the daily balance as of the transaction date, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.

We subtract from that balance any payments, credits, or credit adjustments that apply to that category and that are credited as of that day.

We treat a credit balance as a balance of zero.

• get the beginning balance for the next day, we add the periodic finance charge to the daily balance. If more than one daily

periodic rate could apply to a category because the rate for the category may vary based on the amount of its average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day. This agreement provides for daily compounding of finance charges.

To get the total periodic finance charge for the billing cycle, we add all of the daily periodic finance charges for each category for each day during that billing cycle. However, if any periodic finance charge is due, we will charge you at least the minimum periodic finance charge stated in the Rates and Fees Table. If it is necessary to add an additional amount to reach the minimum finance charge, we add that amount to the balance for purchases made during the billing cycle.

The total finance charge on your account for a billing cycle will be the sum of the periodic finance charges plus any transaction fee finance charges. For each category we calculate an average daily balance (including new transactions) for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. If you multiply the average daily balance for a category by that category's daily periodic rate, and multiply the result by the number of days in the billing cycle, the total will equal the periodic finance charges for that balance attributable to that billing cycle, except for minor variations due to rounding.

**Grace Period and Accrual of Finance Charges:**

We accrue periodic finance charges on your New Balance on your previous billing statement by the date and time your payment was due. This exception or "grace period" only applies to purchases and does not apply to balance transfers, balance transfer checks, cash advances, cash advance checks or overdraft advances.

**Transaction Fees for Cash Advances:**

We may charge you a cash advance fee in the amount stated in the Rates and Fees Table for each of the following transactions:

- cash advances;

In addition, if you use a third party service to make a payment on your behalf and the service charges the payment to this account, we may charge a transaction fee for the payment.

These transaction fees are finance charges. We add the fee to the balance for the related category as of the transaction date of the cash advance.

**Transaction Fees for Balance Transfers:**

We may charge you a transaction fee in the amount stated in the Rates and Fees Table for each of the following transactions:

- balance transfer checks;
- balance transfer checks;

These transaction fees are finance charges. We add the fee to the balance for the related category as of the transaction date of the balance transfer. For example, a transaction fee for a balance transfer would be added to your balance transfer balance.

**5. OTHER FEES AND CHARGES**

We may charge the following fees. The amounts of those fees are listed in the Rates and Fees Table. These fees will be added to the balance for purchases made during the billing cycle.

#### Annual Fee:

If your account has an annual fee, it will be billed each year or in monthly installments (as stated in the Rates and Fees Table), whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your billing statement on which the annual fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our right to close your account or limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

#### Late Fee:

We may charge a late fee if we do not receive at least your required minimum payment by the date and time due as shown on your billing statement. We will calculate the late fee based on the previous balance shown on the billing statement on which the late fee or charge appears. We may also refer to this fee as the late payment fee or charge.

#### Overlimit Fee:

If your account balance is over your credit line at any time during a billing cycle, even if only for a day, we may charge an overlimit fee. We may charge this fee even if your balance is over the credit line because of a finance charge or fee we imposed or a transaction we authorized. We will not charge more than one overlimit fee for any billing cycle. But we may charge an overlimit fee in subsequent billing cycles, even if no new transactions are made on your account, if your account balance still is over your credit line at any time during the subsequent billing cycles.

#### Return Payment Fee:

If (a) your payment check or similar instrument is not honored, (b) an automatic debit or other electronic payment is returned unpaid, or (c) we must return a payment check because it is not signed or cannot be processed, we may charge a return payment fee. We may also refer to this fee as the returned payment fee.

#### Return Check Fee:

If (a) we stop payment on a cash advance check or balance transfer check at your request; or (b) we refuse to pay a cash advance check or balance transfer check, we may charge a return check fee. We may also refer to this fee as the stop payment fee and the declined check fee.

#### Administrative Fees:

If you request a copy of a billing statement, sales draft or other record of your account or if you request two or more cards or any special services (for example, obtaining cards on an expedited basis), we may charge you for these services. We may also refer to these fees as the copy fee and the card replacement fee, respectively. In addition, if a Cardmember Service Representative initiates an electronic payment at your request, we may charge you a fee for this service. We may also refer to this fee as the expedited payment fee. However, we will not charge you for copies of billing statements, sales drafts or similar documents that you request for a billing dispute you may assert against us under applicable law. Other fees may apply for other services we provide that we will inform you about when we offer the service.

#### 6. DEFAULT/COLLECTION

We may consider you to be in default if any of these occurs:

- We do not receive at least the minimum amount due by the date and time due as shown on your billing statement.

• You exceed your credit line.

• You fail to comply with the terms of this agreement or any agreement with one of our related companies.

- You file for bankruptcy.

• We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.

• You become incapacitated or in the event of your death.

If we consider your account to be in default, we may close your account without notice and require you to pay your unpaid balance immediately. We also may require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your account to be six or more billing cycles past due.

To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.

#### 7. CLOSING YOUR ACCOUNT

You may close your account at any time. If you call us to close your account, we may require that you confirm your request in writing. We may close your account at any time or suspend your credit

privileges at any time for any reason without prior notice except as required by applicable law. If we close your account, we will not be liable to you for any consequences resulting from closing your account or suspending your credit privileges.

If you or we close your account, you and any authorized users must immediately stop using your account and destroy all cards, checks or other means to access your account or return them to us upon request. You will continue to be responsible for charges to your account, even if they are made or processed after your account is closed and you will be required to pay the outstanding balance on your account according to the terms of this agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately and charge the default rate if we do not receive payment within the time we specify.

## 8. ARBITRATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO "BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY BE MORE LIMITED, EXCEPT AS OTHERWISE PROVIDED BELOW. THOSE RIGHTS ARE WAIVED.

**Binding Arbitration.** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. 9-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

**Parties Covered.** For the purposes of this Arbitration Agreement, "we" and "us" means Chase Manhattan Bank USA, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns of any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits. Additionally, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if and only if, such a third party is named by you as a co-defendant in any Claim, you assert against us.

**Claims Covered.** Either you or we may, without the others consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory, or law, such as, respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity

of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arose in the present or the future. As used in this Arbitration Agreement, the term "Claim" is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross-claims, third party claims, intervenors or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties. As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

**Initiation of Arbitration.** The party filing a Claim in arbitration must choose one of the following three arbitration administrators: American Arbitration Association ("AAA/Endispute" ("JAMS")); or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators.

**American Arbitration Association.** 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Web site: [www.adr.org](http://www.adr.org), 800-778-7879

**JAMS.** 1920 Main Street, Suite 300, Irvine, CA 92610, Web site: [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267

**National Arbitration Forum.** P.O. Box 5019, Minneapolis, MN 55405, Web site: [www.arbitrationforum.com](http://www.arbitrationforum.com), 800-474-2371

**Procedures and law applicable in arbitration.** A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years' experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized by law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, arbitrator, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

**Costs.** We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator, and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

**Enforcement, finality, appeals, failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.**

**Severability, Survival.** This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party, or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

## 9. CHANGES TO THIS AGREEMENT

We can change this agreement at any time, regardless of whether you have access to your account by adding, deleting, or modifying any provision. Our changes may be effective with notice only, at the time stated in our notice, in accordance with applicable law. Unless we state otherwise, any Change will apply to the unpaid balances on your account and to new transactions. The notice will describe any rights you may have with respect to any Change, and the consequences if you do or do not exercise those rights. For example, the notice may state that you may notify us in writing by a specified date if you do not want to accept certain Changes we are making. If you notify us in writing that you do not accept the Changes, your account may be closed (if it is not already closed) and you will be obligated to pay your outstanding balance under the applicable terms of the agreement. If you do not notify us in writing by the date stated in the notice, or if you notify us but then use your account after the date stated in the notice, you will be deemed to accept all Changes in the notice and to accept and confirm all terms of your agreement and all Changes in prior notices we have sent you regardless of whether you have access to your account.

## 10. CREDIT INFORMATION

We may periodically review your credit history by obtaining information from credit bureaus and others. We may report information about you and your account to credit bureaus, including your failure to pay us on time. If you request additional cards on

your account for others, we may report account information in your name as well as in the names of those other people.

If you think we have reported inaccurate information to a credit bureau, you may write to us at the Cardmember Service address listed on your billing statement. Please include your name, address, account number, telephone number and a brief description of the problem. If available, please provide a copy of the credit bureau report in question. We will promptly investigate the matter and, if our investigation shows that you are right, we will contact each credit bureau to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone. We will also notify the credit bureau that you dispute the information unless you let us know that you no longer dispute the information.

#### **11. NOTICES/CHANGE OF PERSONAL INFORMATION**

We will send cards, billing statements and other notices to you at the address shown in our files. Or, if this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account.

If you change your name, address, or home or business telephone number or email address (if you elect to receive billing statements or other notices online), you must notify us immediately in writing at the address shown on the back of your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service.

#### **12. TELEPHONE MONITORING AND RECORDING**

We, and if applicable, our agents, may listen to and record your telephone calls with us. You agree that we, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

#### **13. ILLINOIS CARDMEMBERS: INFORMATION SHARING**

Our Privacy Policy, which you have received, describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of personal information about you with companies or organizations outside of our family of companies.

Illinois law provides that we may not share information about you with companies or other organizations outside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information to process your transactions or in response to a subpoena). You hereby agree that, if you choose not to exercise the opt out described in our Privacy Policy, you will be deemed to have authorized us to share personal information we have about you (including information related to any of the products or services you may have with any of our companies) with companies or other organizations outside of our family of companies.

#### **14. ENFORCING THIS AGREEMENT**

We can delay enforcing or not enforce any of our rights under this agreement without losing our right to enforce them in the future. If any of the terms of this agreement are found to be unenforceable, all other terms will remain in full force.

#### **15. ASSIGNMENT**

We may assign your account, any amounts you owe us, or any of our rights and obligations under this agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person.

#### **16. GOVERNING LAW**

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

#### **17. FOR INFORMATION**

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your account or this agreement.

#### **18. 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 Cardmember Service address shown on your billing statement. 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.

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 at least three 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 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 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 don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

##### **Special Rules 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. This right does not apply to check transactions. 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 \$50.00.

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

Copyright © 2004 JPMorgan Chase & Co. All rights reserved.

Exhibit G

ACCOUNT NUMBER	BALANCE AS OF 10/19/2007	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
4225813150212436	1,522.73	PAST DUE	1,522.73	\$

Make Checks Payable To Unifund

## UNIFUND STATEMENT

ANDREW G BATCHO  
45 ROCKY BEND RD  
CLEARFIELD PA 16830

### MESSAGE FROM UNIFUND

YOUR ACCOUNT IS PAST DUE \$1,522.73. 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
10/19/2007	This Account Was Issued Under The Name Of CHASE MANHATTAN BANK USA NAand Acquired From Palisades Acquisition XVI LLC.	1,522.73	1,522.73	0	1,522.73

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

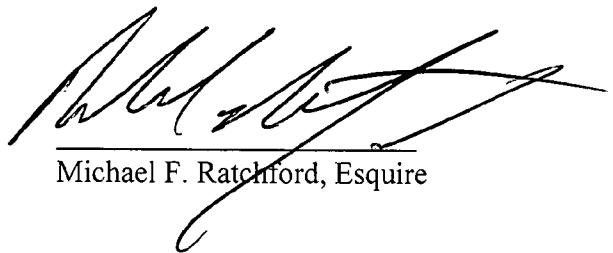
UNIFUND  
10625 TECHWOODS CIRCLE  
CINCINNATI, OH 45242

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 ACQUISITION XVI, 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

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COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335**

**16830**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**UNIFUND CCR PARTNERS ASSIGNEE**  
**1729 PITTSTON AVE**  
**SCRANTON, PA 18505**

VS.

DEFENDANT:

NAME and ADDRESS

**BATCHO, ANDREW G**  
**45 ROCKY BEND RD**  
**CLEARFIELD, PA 16830**

**RICHARD A. IRELAND**  
**650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA 16830**

THIS IS TO NOTIFY YOU THAT:

**FOR DEFENDANT**

Judgment: \_\_\_\_\_ (Date of Judgment) **3/04/08**

Docket No.: **CV-0000005-08**  
Date Filed: **1/08/08**



**08-583-CD**

(Date of Judgment)

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>BATCHO, ANDREW G</b>	Amount of Judgment \$ <b>.00</b>
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>UNIFUND CCR PARTNERS, ASSIGNEE</b>	
<input type="checkbox"/> Defendants are jointly and severally liable.	Judgment Costs \$ <b>.00</b>
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Interest on Judgment \$ <b>.00</b>
<input type="checkbox"/> This case dismissed without prejudice.	Attorney Fees \$ <b>.00</b>
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Total \$ <b>.00</b>
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Post Judgment Credits \$ _____
	Post Judgment Costs \$ _____
	<b>Certified Judgment Total \$ _____</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**FILED**  
03/05/08  
APR 04 2008 (GP)

William A. Shaw  
Prothonotary/Clerk of Courts

**MAR 04 2008**

Date Ruelo Sheld, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

**APR 01 2008** Date Ruelo Sheld, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **3/04/08 2:43:00 PM**

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

UNIFUND CCR PARTNERS. :  
: CIVIL ACTION  
Plaintiff:  
v. : NO: 08-583-CD  
:  
:  
:  
Andrew G Batcho :  
Defendant:  
:  
:  
:

## **CERTIFICATE OF SERVICE**

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of the Plaintiff's Proof of Service of Appeal to be served as set forth below, on the date indicated upon the following:

VIA CERTIFIED MAIL  
District Court046-3-02  
650 Leomard St.  
Clearfield, PA 16830

VIA RCERTIFIED MAIL  
Andrew G Batcho  
45 rocky Bend Rd  
Clearfield, PA 16830

Date:

4/03/08

By: Michael F. Ratchford  
Michael F. Ratchford, Esquire  
Attorney I.D. No.: 86285

FILED *No cc*  
MAY 12 2008  
APR 07 2008  
William A. Shaw  
Prothonotary/Clerk of Courts



**FILED**

APR 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts



cA

UNIFUND CCR PARTNERS ASSIGNEE  
OF PALISADES ACQUISITION XVI,

Plaintiff

vs.

ANDREW G BATCHO

Defendant

: In the Court of Common Pleas of  
CLEARFIELD County, Pennsylvania  
Civil Division

: NO: 08-583-CD

: Praeclipe to Withdraw Civil Complaint

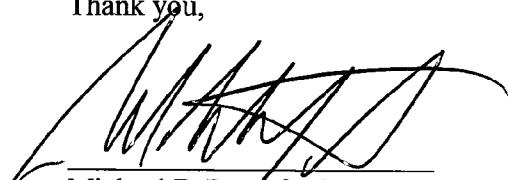
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PRAECLYPE TO WITHDRAW

To the Prothonotary of CLEARFIELD County Pennsylvania:

Please enter the above Praeclipe to Withdraw the Civil Complaint.

Thank you,

  
Michael F. Ratchford, Esquire  
Edwin A. Abrahamsen & Associates, P.C.  
Lawyer ID# 86285  
120 N. Keyser Avenue  
Scranton, PA 18504

S **FILED**  
m 11:16 a.m. GC  
Z AUG 14 2013 1cc Atty. Ratchford  
William A. Shaw  
Prothonotary/Clerk of Courts 6K

**FILED**

AUG 14 2013

William A. Shaw  
Prothonotary/Clerk of Courts