

08-1202-CD  
Unifund CCR vs Mary R. Brown

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: 08-1202-CD

MARY R BROWN :  
1 MONTEGO BAY RD :  
DU BOIS PA 15801 :  
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 Atty pd.  
JUN 11 2008 \$95.00  
JUN 30 2008  
1CC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
1CC Sheriff

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Plaintiff :  
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DU BOIS PA 15801 :  
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 MARY R BROWN (hereinafter "Defendant") is an adult individual residing at 1 MONTEGO BAY RD DU BOIS PA 15801.
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 5491130362818056.
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 5491130362818056, 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 April 21, 2005.

11. The principal amount was \$7,155.59 at the time it was received by Plaintiff.

12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 31.49.

13. The total amount due and owing the Plaintiff including interest, is \$15,242.49.

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 \$15,242.49 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

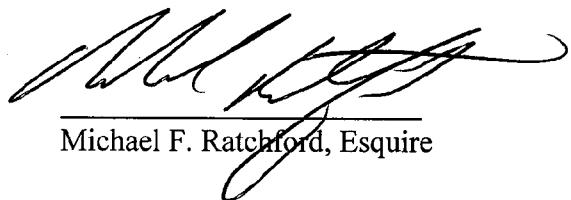
Respectfully submitted,



Edwin A. Abrahamsen & Assoc.  
Michael F. Ratchford, Esquire  
Heather K. Woodruff, Esquire  
Attorney I.D. Nos.: 86285/207805  
1729 Pittston Avenue  
Scranton, PA 18505  
[mratchford@eaa-law.com](mailto:mratchford@eaa-law.com)  
[hwoodruff@eaa-law.com](mailto:hwoodruff@eaa-law.com)

**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

# Exhibit A

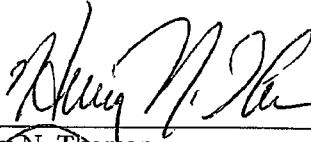
## EXHIBIT B

### BILL OF SALE

**THIS BILL OF SALE** is effective as of 29th day of November, 2007 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 the 29th day of November, 2007, 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 29th day of November, 2007 (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  
Vice President, Acquisitions

# Exhibit B

CIT  
(Citibank)

## CITIBANK CARD AGREEMENT

This Agreement and the folder containing the card are your Citibank Card Agreement. The folder contains important account information, including the annual percentage rate and the amount of any membership fee. Please read and keep the folder and this Agreement for your records.

To simplify the rest of this Agreement for you, the following definitions will apply. The words *you*, *your*, and *yours* mean the person responsible for this Agreement, to whom we direct the billing statement. The word *card* means one or more cards which we have issued with your account number. The words *we*, *us*, and *our* mean Citibank (South Dakota), N.A. The words *Citibank checks* mean one or more checks that we may provide to access your Citibank card account. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

### **Using Your Account and Your Credit Line:**

The card must be signed to be used. Your initial credit line appears on the folder containing the card. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion and at any time, we may change your credit line or cash advance limit. We will notify you if we do, either by mail or through a billing statement sent either before or after the change takes effect. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail. The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us.

### **Additional Cards:**

You may request additional cards on your account for yourself or others and you may permit another person to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

### **Membership Fee:**

The folder containing the card indicates whether your account is subject to a membership fee. If it is, the fee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing date of the billing statement on which the fee is billed.

## **Billing:**

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit; an itemized list of current charges, Citibank checks, payments and credits; a summary showing separately the purchase and cash advance balances, and finance charges on each balance; and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

## **How We Determine the Balance:**

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases and cash advances and subtract any payments and credits that we receive. We then add the appropriate finance charges and fees and make other applicable adjustments.

## **Annual Percentage Rate for Purchases:**

Your annual percentage rate for purchases and the corresponding daily periodic rate appears on the folder containing the card. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not the annual percentage rate for purchases is based on the quarterly U.S. Prime Rate plus a margin is indicated on the folder containing the card.

## **Annual Percentage Rate for Cash Advances:**

Your ANNUAL PERCENTAGE RATE for cash advances is 19.99%, which corresponds to a daily periodic rate of 0.0548%. The daily periodic rate is the cash advance annual percentage rate divided by 365. Please see the next section for details relating to how this rate may change if you default under any Citibank Card Agreement.

## **Variable Annual Percentage Rates for Purchases and Cash Advances:**

If the annual percentage rate for purchases is based on the quarterly U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin that appears on the folder containing the card to the U.S. Prime Rate published in *The Wall Street Journal* on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE

(including any promotional rate) on all balances to a higher rate of up to 23.99%. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of an Citibank Card Agreement for six months. Your existing purchase and cash advance balances will remain subject to the higher rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. The annual percentage rate in effect, and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

## **Promotional Rate Offers:**

At our discretion, we may offer you a promotional annual percentage rate for all or a part of the purchase and/or cash advance balances. The period of time for which the promotional rate applies may be limited. Any promotional rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the folder containing the card. We may also offer you a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with other credit card issuers. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

## **Finance Charges:**

Finance charges will begin to accrue from the date of the advance for cash advances and from the date of the transaction for purchases (including balances you transfer from any other credit card issuer) and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance listed on the last billing statement by the payment due date on that statement and you did not transfer a balance from any other credit card issuer during that billing period, you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of finance charges on purchases. In certain cases, this same grace period for purchases may apply even if you have transferred a balance during the billing period. If there is no such grace period for purchases, the balance transfer offer will so indicate.

We will calculate finance charges as follows:

■ We figure a portion of the finance charge on your account by multiplying the daily balance on purchases (which includes balances you transfer from any other credit card issuer) and the daily balance on cash advances by the applicable daily periodic rate and adding together any such finance charges for purchases and for cash advances for each day in the billing period.

■ For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and varies with the number of days in the billing period. It includes the Statement/Closing Date of the current billing period.

■ To calculate the daily balances, we take the beginning balance for purchases and the beginning balance for cash advances each day, add any new transactions, and fees and any finance charge on the previous day's balance, subtract any payments or credits, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the purchase balance as

of the date of the purchase and a new cash advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.

■ The "balance subject to finance charge" for purchases and for cash advances on the billing statement are each the average of the respective daily balances during the billing period. If you multiply these figures by the number of days in the billing period and by the applicable daily periodic rates, the results will be the finance charges assessed on purchases or cash advances, except for minor variations caused by rounding.

■ If the balance for purchases or cash advances is subject to more than one rate (or example, because of purchases or cash advances made during a promotional rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

#### **Cash Advances and Transaction Fee:**

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM) through a Citibank check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or Casino chip, or similar item; or engage in another similar transaction. For each cash advance, we add an additional FINANCE CHARGE of 3.0% of the advance, but not less than \$5. This fee will be added to the cash advance balance. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

#### **Minimum Finance Charge:**

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and cash advances is less than \$50, we assess a minimum FINANCE CHARGE, based on periodic rates of \$.50. We add the amount to either the purchase or cash advance balance at our discretion.

#### **Credit Balance:**

You may not maintain a credit balance on your account in excess of your assigned credit line. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than three months. 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 billed to your account.

#### **Security Interest for Secured Accounts:**

The folder containing the card indicates if your account is a secured account. If it is, you have given us a security interest in a certificate of deposit or a savings account to secure repayment of your account. If you withdraw your funds from the certificate of deposit or savings account, we will close your card account.

#### **Transactions Made in Foreign Currencies:**

If a transaction is made in a foreign currency, we and Visa International or MasterCard International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Visa and MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa increases this conversion rate by an international reimbursement rate and MasterCard increases this conversion rate by one percent. Both Visa and MasterCard keep this increase. We increase the conversion rate provided to us by Visa or MasterCard by two percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **Minimum Amount Due:**

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your billed finance charges or one of the following:

■ The New Balance on the billing statement if it is less than \$20, or \$20, if the New Balance is at least \$20 and not greater than \$960, or

■ If the New Balance exceeds \$960, 1/48 of the New Balance (rounded down to the nearest dollar).

You must pay at least the minimum amount by the payment due date, but you may pay more at any time without a penalty. We will allocate payments to amounts owed on your account at our discretion. This includes, but is not limited to, applying payments to promotional balances, such as balances you transfer from other credit card issuers, before we apply such payments to your purchase or cash advance balances. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment when offered, we will continue to assess finance charges.

#### **Payments:**

Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency. If we do, we will select the currency conversion rate at our discretion.

#### **Over-the-Credit-Line Fee:**

We will add a \$29 fee to the purchase balance for each billing period that the New Balance exceeds your credit line.

#### **Late Fee:**

We will add a \$29 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.

#### **Returned Payment Fee:**

We will add a \$29 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess the first time your check or payment is not honored, even if it is honored upon resubmission.

### **Citibank Checks:**

Citibank checks may be used to purchase goods and services or to obtain cash up to the amount of your available cash advance limit unless that amount will cause the balance to exceed your credit line. We will treat Citibank checks as a cash advance and charge them against your cash advance limit. Each Citibank check must be in the form we have issued and must be used according to any instructions we give you. Citibank checks may be used only by the person whose name is printed on them. Citibank checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Citibank checks, nor will we return paid Citibank checks.

### **Returned Citibank Check Fee:**

We will add a \$29 fee to the cash advance balance if we decline to honor a Citibank check. We may decline to honor a Citibank check if, for example, the amount of the check would cause the balance to exceed our cash advance limit or credit line, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

### **Stop Payment Fee:**

We will add a \$29 fee to the cash advance balance when payment of a Citibank check is stopped at your request. You may stop payment on a Citibank check by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill".

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

If any card, account number or Citibank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened. Don't use the card or the Citibank checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the card, but not for more than \$50. You won't be liable for unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

### **Default:**

You default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, file for bankruptcy, exceed your credit line without permission, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, pay by automatic debit that is returned unpaid, or default on any other Citibank Card Agreement. If you default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a certificate of deposit or a savings account, we may use the deposit amount to pay any amount you owe.

### **Preauthorized Charges:**

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third-party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

### **Collection Costs:**

If we refer collection of your account to a lawyer who is not our salaried employee, you will have to pay our attorney's fee plus court costs or any other fees, to the extent permitted by law. If we sue to collect and you win, we will pay your reasonable legal fees and court costs.

### **Customer Privacy:**

We will safeguard, according to strict standards of security and confidentiality, any information you share with us. We will limit the collection and use of any such information to the minimum we require in order to deliver you superior service, which includes advising you about our products, services, and other opportunities, and to administer our business. We will permit only authorized employees, who are trained in the proper handling of customer information, to have access to your information. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.

We will always maintain control over the confidentiality of your information. We will, however, facilitate relevant marketing and promotional offers from reputable companies that meet your needs. These companies are not permitted to retain any of your information unless you have specifically expressed interest in their products or services. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

Except as set forth in this Agreement and except for reports to credit reporting and collection agencies, information we are permitted to share with Citibank affiliates, and information we share in connection with collection of your account, no one else will be given information about your account without your knowledge, authorization or proper legal authority.

### **Sharing Customer Information Among Citibank Affiliates:**

To alert you to special offers and provide you with products and services that are tailored specifically to you, Citibank affiliates share information about you on a confidential basis.

Citibank affiliates are permitted by law to share any information about their

transactions or experiences with you. Other information you provide to us or that we obtain from third parties (for example, credit bureaus) will not be shared if you notify us that you do not want such information shared among Citibank affiliates.

You may notify us in writing of your instruction at any time. Please send your name and address (as it appears on your account statement), along with your account type, account number and Social Security number to Citibank Processing Center at CN 3178, South Hackensack, NJ 07606. We ask that you mail your instruction in a stamped envelope that does not include any other correspondence. If you have already told us that you do not want such other information shared, it was effective immediately. You do not need to notify us again.

If you are also a customer of other Citigroup companies (such as Commercial Credit, Travelers Property Casualty, Travelers Life & Annuity, Salomon Smith Barney and Prudential Financial Services) and you receive a notice of their intent to share certain information about you with their affiliates, you will need to separately notify them if you do not want such information shared.

### **Telephone Monitoring and Recording:**

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

### **Correcting Your Credit Report:**

If you think we reported erroneous information to a credit reporting agency, write us at the address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

### **Closing Your Account:**

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time without prior notice. We may also reissue a different card or account number at any time. You must return the card to us upon request.

### **Refusal of the Card:**

We are not responsible if a purchase or cash advance on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve purchases or cash advances which cause the balance to exceed your credit line without waiving any of our rights under this Agreement.

### **Charging this Agreement:**

We can change this Agreement, including all fees and the annual percentage rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once

or under the terms of the unchanged Agreement. Otherwise, the change in the notice is binding on you. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

#### Enforcing this Agreement:

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

#### Assignment:

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

#### Applicable Law:

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

#### For Further Information:

Call us at the telephone number shown on the front of the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.



Thomas W. Jones  
President & CEO  
Citicorp  
Citicorp Center  
390 Madison Avenue  
New York, NY 10017  
P.O. Box 6000  
Sioux Falls, SD 57117

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#### What To Do If There's An Error In Your Bill.

**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 billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address shown on the front of 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 billing statement 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.
- Please sign your letter.

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 you must tell 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 your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account 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 balance that are not in question.

If we find that we made a mistake on your billing statement, 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 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 and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

#### 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 address, and
- The purchase price must have been more than \$50.

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

**Exhibit C**

ACCOUNT NUMBER	BALANCE AS OF 05/27/2008	PAST DUE	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
5491130362818056	14,890.61			14,890.61	\$

Please Check Payable To Unifund

**UNIFUND STATEMENT**

MARY R BROWN  
931 MAPLE AVE  
DU BOIS PA 15801

**MESSAGE FROM UNIFUND**

YOUR ACCOUNT IS PAST DUE \$14,890.61. 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
05/27/2008	This Account Was Issued Under The Name Of CITIBANK SOUTH DAKOTA NA and Acquired From Citibank (South Dakota) NA.	14,890.61	14,890.61	0	14,890.61

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.

2008-3

**FILED**

JUN 30 2008

William A. Shaw  
Prothonotary/Clerk of Courts

5865

0

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1202-CD

UNIFUND CCR PARTNERS Assignee  
VS  
MARY R. BROWN

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/30/2008 HEARING: PAGE: 104354

DEFENDANT: MARY R. BROWN  
ADDRESS: 4 MONTEGO BAY RD  
DUBOIS, PA 15801

7-11-08 per atty try: 931 Maple Ave

ALTERNATE ADDRESS

**FILED**  
07/18/45/61  
JUL 22 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 7-11-08 - 10:47 1/2m 7-18-08 - Do Not Contact 931 MAPLE  
ACC TO T.L. Security ANY  
Def NOT ON their Records - No 1 MONTEGO BAY RD MORE  
**SHERIFF'S RETURN** not related  
MOTHER

NOW, 7-22-08 AT 8:36 AM SERVED THE WITHIN

COMPLAINT ON MARY R. BROWN, DEFENDANT

BY HANDING TO MARY BROWN Defendant

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

ADDRESS SERVED Clearfield County Sheriff's Office

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR MARY R. BROWN

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO MARY R. BROWN

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

DAY OF 2008

BY:

Jerome M. Newlin  
Deputy Signature

Jerome M. Newlin  
Print Deputy Name

**FILED**

AUG 22 2008

6/22/08

William A. Shaw

Prothonotary/Clerk of Courts

(60)

2 CENS TO APP

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

UNIFUND CCR PARTNERS, assignee of :  
PALISADES COLLECTION, LLC, :  
Plaintiff, : CIVIL ACTION  
vs. : No. 2008 CD 1202  
MARY R. BROWN, :  
Defendant. : Type of Pleading:  
: **ANSWER TO COMPLAINT**  
: Filed on behalf of: Defendant  
: Counsel of Record for this  
: Party: None/Pro Se  
: MARY R. BROWN  
: P.O. Box 296  
: DuBois, PA 15801  
: 814-590-0631  
:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

UNIFUND CCR PARTNERS, assignee of :  
PALISADES COLLECTION, LLC, :  
Plaintiff, : CIVIL ACTION  
vs. : No. 2008 CD 1202  
MARY R. BROWN, :  
Defendant. :  
:

**NOTICE TO PLEAD**

YOU ARE HEREBY hereby notified to plead to the enclosed New Matter within twenty (20) days from service hereof or a default judgment may be entered against you.

8/22/08  
Date

  
Mary R. Brown  
Defendant

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

UNIFUND CCR PARTNERS, assignee of :  
PALISADES COLLECTION, LLC, :  
Plaintiff, : CIVIL ACTION  
vs. : No. 2008 CD 1202  
MARY R. BROWN, :  
Defendant. :

**ANSWER**

AND NOW, comes the Defendant and files the following Answer to the Plaintiffs Complaint:

1. Denied. The Defendant is without sufficient knowledge to admit or deny the averments of this paragraph. Strict proof demanded at time of Trial.

2. Admitted.

3. Denied. The Defendant is without sufficient knowledge to admit or deny the averments of this paragraph. Strict proof demanded at time of Trial.

4. Admitted.

5. Denied. The attachment Exhibit A indicates that Unifund Portfolio A, LLC, states that it obtained an interest in the Cliffs Subpool as defined in an Agreement. Said Agreement is not attached nor is there any indication from Cliffs Portfolio Acquisition I, LLC, that it, in fact, transferred any interest to Unifund nor is there any indication that the Citibank South Dakota, NA, account No. 5491130362818056 was transferred from Citibank South Dakota, NA, to Cliffs Portfolio Acquisition I, LLC, and thereafter to the Plaintiff herein. Strict proof demanded at the time of Trial in this matter.

6. Admitted.

7. Admitted.

8. Admitted in part; denied in part. The Defendant admits that she was mailed statements but avers that she was not mailed any such account as provided in the Plaintiffs Exhibit C as she did not reside at 931 Maple Avenue, DuBois, PA 15801. By way of further response, the Defendant avers that she has no legal obligation to pay the Plaintiff herein and does not agree with the balance being alleged to be due and owing as such is not consistent with the Defendants use of the Citibank South Dakota, NA, account terms and the Defendants obligations therein. Strict proof demanded at time of Trial.

9. Denied. The Defendant avers that this allegation lacks specificity as to what Agreement is being referred to. Strict proof of the terms of any Agreement between the Plaintiff and Defendant is demanded together with what the alleged breaches are which would otherwise obligate the Defendant to the Plaintiff herein.

10. Denied. The Defendant denies that she had any account with the Plaintiff herein. Strict proof of the same demanded at time of Trial.

11. Denied. The Defendant is unable to answer this allegation sufficiently and denies the same as there is no averment as to what account is being referenced or when the Plaintiff received the same; particularly, the Defendant denies that the Plaintiff has any proof that it is entitled to collect on the Citibank South Dakota, NA, account as previously referenced.

12. Denied. The Defendant denies that the Plaintiff herein is entitled to any monies from the Defendant as it has not provided proof of any legitimate interest in her Citibank South Dakota, NA, account nor has the Plaintiff provided documentation of compliance with the terms of the Defendant's original account. By way of further response, said Exhibit B of the Plaintiffs Complaint provides for a maximum interest rate of up to 23.99% (pages 2 - 3).

13. Denied. The Defendant denies that she owes any debt to the Plaintiff herein. Strict proof demanded at time of Trial.

14. Denied. The Defendant avers that the Plaintiff is not entitled to any attorney fees as she avers that she owes no money to the Plaintiff herein. Further, there is no allegation that Citibank has hired an attorney who is not a salaried employee. There has been no allegation or averment between Plaintiffs counsel and Citibank South Dakota, NA, as to what their relationship is, their billing rates and what has constituted the legal efforts necessary for counsel to collect under the Citibank South Dakota, NA, account. Attorney fees relative to any other alleged accounts are specifically denied. Strict proof of the same is required at the time of Trial in this matter.

WHEREFORE, the Defendant requests that the Plaintiffs Complaint be dismissed and Judgment be entered in her favor along with such other relief as this Court may deem appropriate.

**NEW MATTER**

15. The Defendant incorporates the foregoing paragraphs herein by reference thereto.

16. The Defendant avers that the Plaintiffs claims are, in whole or in part, barred by the Statute of Limitations and/or Laches.

WHEREFORE, the Defendant requests that the Plaintiffs Complaint be dismissed and Judgment be entered in her favor along with such other relief as this Court may deem appropriate.

Respectfully submitted,



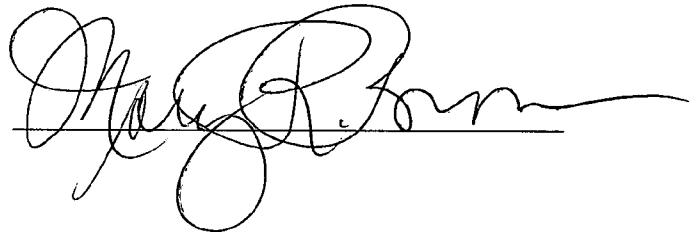
Mary R. Brown  
Pro Se

**VERIFICATION**

I, Mary R. Brown, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated:

8-22-08

A handwritten signature in black ink, appearing to read "Mary R. Brown". The signature is fluid and cursive, with "Mary" and "R." being more stylized and "Brown" being more like a standard printed name.

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

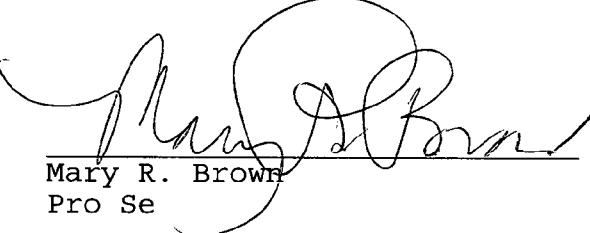
UNIFUND CCR PARTNERS, assignee of :  
PALISADES COLLECTION, LLC, :  
Plaintiff, : CIVIL ACTION  
vs. : No. 2008 CD 1202  
MARY R. BROWN, :  
Defendant. :

**CERTIFICATE OF SERVICE**

I, Mary R. Brown, do hereby certify that a true and correct copy of the within Answer was served upon the following by U. S. First Class Mail, Postage Prepaid:

Edwin A. Abrahamsen & Associates, PC  
1729 Pittston Avenue  
Scranton, PA 18505

Date: 8-22-08

  
Mary R. Brown  
Pro Se

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

08-1202-CD

Plaintiff

CIVIL ACTION  
NO.: 2008-CD-1202

v.

MARY R. BROWN

Defendant

**PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER**

Plaintiff, Unifund CCR Partners, by and through its attorneys, Edwin A. Abrahamsen & Associates, replies to the Defendant's New Matter as follows:

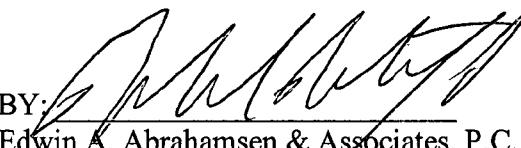
15. Plaintiff incorporates by reference the allegations of its Complaint as if fully set forth herein at length.

16. Denied. The allegations of paragraph 16 of Defendant's New Matter are conclusions of law, which are deemed denied. To the extent a further response is deemed necessary, Plaintiff denies that the statute of limitations is a viable defense to the within matter. To the contrary, the matter was initiated with four years of the account becoming delinquent.

FILED 2cc  
m/10/08 Atty Hatchford  
SEP 08 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant, in the amount of the current delinquent balance, plus costs of suit, reasonable attorneys' fees and any 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. No.: 86285

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

UNIFUND CCR PARTNERS : CIVIL ACTION  
Plaintiff : NO.: 2008-CD-1202  
v. :  
MARY R. BROWN :  
Defendant :  
\_\_\_\_\_

**CERTIFICATE OF SERVICE**

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

Ms. Mary R. Brown  
P.O. Box 296  
DuBois, PA 15801  
Attorney for Defendant

Date: September 4, 2008

BY:   
Edwin A. Abrahamsen & Associates, P.C.  
Michael F. Ratchford, Esquire  
Attorney I.D. No.: 86285

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104354  
NO: 08-1202-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: UNIFUND CCR PARTNERS Assignee  
vs.  
DEFENDANT: MARY R. BROWN

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	011856	10.00
SHERIFF HAWKINS	ABRAHAMSEN	011856	63.46

S  
**FILED**  
03:40 LM  
OCT 13 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

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

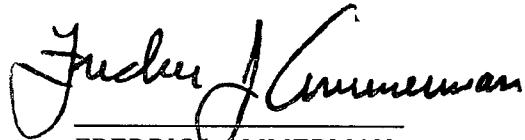
UNIFUND CCR PARTNERS, et al  
Plaintiff  
vs.  
MARY R. BROWN  
Defendant

\* NO. 2008-1202-CD  
\*  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 25<sup>th</sup> day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over four years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

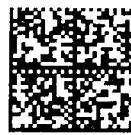
BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED No CC  
6/9/04 LM  
2 JUN 28 2013  
William A. Shaw  
Prothonotary/Clerk of Courts  
6K

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA



CA

Unifund CCR Partners assignee of :  
Palisades Collection, LLC :  
Plaintiff : CIVIL ACTION  
vs. : NO: 08-1202-CD  
MARY R BROWN :  
200 MONTEGO BAY RD :  
DU BOIS PA 15801 :  
Defendant :  
:

## PRAECIPE 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  
Abrahamsen Ratchford, P.C.  
Lawyer ID # 86285  
409 Lackawanna Ave Suite 3 C  
Scranton, PA 18503

FILED  
S  
JN81W  
BRIAN K. SPENCE  
PROTHONOTARY &  
CLERK OF COURTS  
WMA  
2016 MAY 11 A 10:42  
Joford Ratchford  
44-CC-1  
2016 MAY 11 A 10:42