

08-1767-CD
Erin Capital vs Aaron Horchen

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

ERIN CAPITAL MANAGEMENT, LLC

Plaintiff

CASE NUMBER: 2008-1767-C0

Vs

AARON HORCHEN

Defendant

TYPE OF PLEADING:
COMPLAINT

CODE AND CLASSIFICATION
09-CONTRACT - ARBITRATION

FILED ON BEHALF OF:
PLAINTIFF, ERIN CAPITAL
MANAGEMENT, LLC

COUNSEL OF RECORD FOR THIS PARTY:

Kenneth S. Shapiro, Esq.
Shapiro Law Office, P.C.
33 Rock Hill Road, Suite 150
Bala Cynwyd, PA 19004
610-668-0707

State I.D.No. 26850

pd \$95.00 Atty
FILED 1cc Atty
m/12:00pm 1cc Shfr
SEP 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO LAW OFFICE P.C.
BY: Kenneth S. Shapiro, Esq.
Identification No. 26850
33 Rock Hill Road Suite 150
Bala Cynwyd, PA 19004
610-668-0707

Erin Capital Management, LLC : In The Court Of Common Pleas
35 East 21st Street : Clearfield County, PA
5th Floor :
New York, NY 10010-0000 Plaintiff :
Vs. :
Aaron Horchen : CASE NO.
319 E. Scribner Avenue
Du Bois, PA 15801
Defendant(s) :
:

NOTICE

You have been sued in the Court of Common Pleas of Clearfield County, in the Commonwealth of Pennsylvania. 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 is served, by entering a written appearance personally or via attorney, by filing, in writing with the above captioned 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.

Daniel J. Nelson, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814)-765-2641 Ext.5982

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Erin Capital Management, LLC	:	In The Court Of Common Pleas
35 East 21st Street		Clearfield County, PA
5th Floor	:	
New York, NY 10010-0000		
Plaintiff	:	
Vs.	:	
Aaron Horchen		CASE NO.
319 E. Scribner Avenue		
Du Bois, PA 15801	:	
Defendant(s)	:	

COMPLAINT

1. Plaintiff, Erin Capital Management, LLC, is a New York corporation with its principal place of business at 35 East 21st Street, 5th Floor, New York, NY 10010.
2. Defendant(s), Aaron Horchen, is an individual, whose last known address is 319 E. Scribner Avenue, Du Bois, PA 15801.
3. On or about July 1, 1995, Defendant(s) originally contracted with Citibank Platinum Select for a Mastercard Credit Card Account No. 5424180537633817 (the "Account"). (See Exhibit "A", Affidavit of Indebtedness attached hereto and made a part hereof.) The written application signed by the Defendants(s) for the account is not accessible, as it has not yet been provided to Plaintiff by Citibank Platinum Select or its assigns.
4. The account was purchased from Citibank Platinum Select by Erin Capital Management, LLC, on or about February 27, 2008. (Exhibit "A")

5. Defendant(s) defaulted under the terms of the agreement in that he has failed to make any payments on the balance due on the account since June 14, 2006. The credit card agreement is attached hereto and made a part hereof as Exhibit "B".

6. Defendant made purchases and payments by utilizing the Account from time to time. Account statements dated June 7, 2006 and September 7, 2006, issued by Citibank to Defendant are attached hereto as Exhibit "C". In accordance with Pa.R.C.P. 1019(i) Plaintiff further states that other statements issued to Defendant (with the exception of the attached statements) are not presently available as they have not yet been provided to Plaintiff by Citibank. The substance of the missing account statements likely provide the details regarding charges made and payments credited to Defendant's account.

7. Plaintiff's counsel has duly made demand for payment from the Defendant(s), who has failed and refused to comply with said demand.

8. In accordance with the Fair Debt Collection Practices Act, 15 U.S.C.A. Sec. 1692(e) on June 11, 2008, Plaintiff's counsel sent a written notice to Defendant specifying (among other things) the amount of the debt, the name of the creditor to whom the debt is owed and a statement that unless the Defendant notifies the Plaintiff's counsel within the thirty-day period that the debt or any portion thereof is disputed, the debt would be assumed to be valid. To date, Plaintiff's counsel has not received any notification from Defendant that the debt is disputed.

(See Exhibit "D")

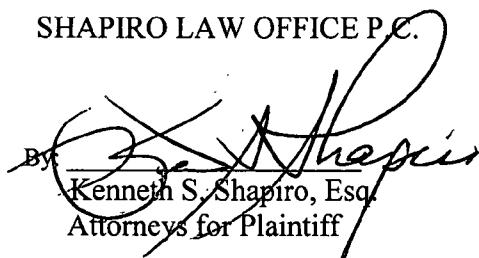
9. In accordance with the terms of the account and the underlying agreement with Citibank Platinum Select, Defendant is obligated to the Plaintiff in the amount of \$12,790.06 (as of June 14, 2006), calculated as follows:

Principal Balance due on Account	\$11,121.79
Reasonable Attorney Fee @ 15%	<u>\$ 1,668.27</u>
Total Amount Due	\$12,790.06

(See Exhibit "A", Affidavit of Indebtedness)

WHEREFORE, Plaintiff requests that this Court enter judgment in favor of Plaintiff and against the Defendant(s) in the amount of \$12,790.06, plus interest and costs.

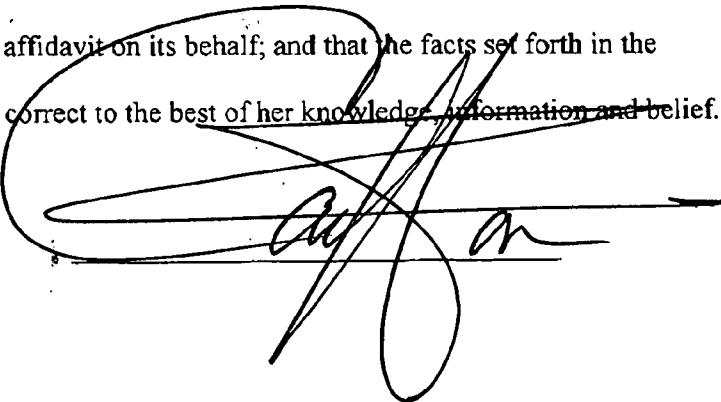
SHAPIRO LAW OFFICE P.C.


By _____
Kenneth S. Shapiro, Esq.
Attorneys for Plaintiff

STATE OF NEW YORK
COUNTY OF NEW YORK

CARL FON, being duly sworn according to law, deposes and says that he/she is the ASSISTANT SECRETARY of Erin Capital Management, LLC; that he/she is authorized to make this affidavit on its behalf; and that the facts set forth in the foregoing complaint are true and correct to the best of her knowledge, information and belief.

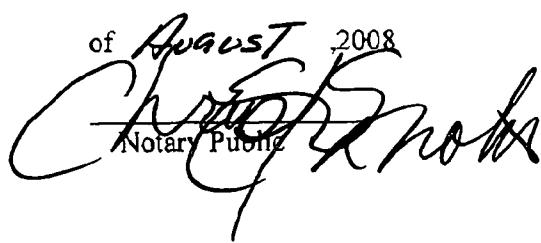
CARL FON
ASSISTANT SECRETARY



Sworn to and subscribed

before me this 28 day

of August, 2008


Notary Public

CHRISTINE E. SROKA
Notary Public, State of New York
No. 01SR6137209
Qualified in Kings County
Commission Expires November 21, 2009

EXHIBIT 'A'

STATE OF NEW YORK:

AFFIDAVIT

COUNTY OF NEW YORK:

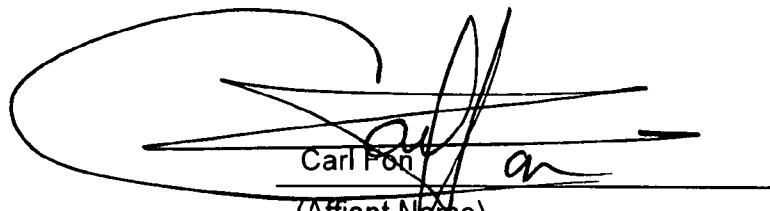
In RE: AARON HORCHEN

Id: 552P00135
Acct no: 5424180537633817

BEFORE ME, undersigned, Notary Public, authorized by law to administer oaths, personally appeared, Carl Fon, Erin Capital Management, LLC, who, after being duly sworn, says:

1. 1. Affiant is at least 18 years of age and competent to testify. Affiant has personal knowledge of the facts set forth therein;
2. Affiant is authorized to make oath on behalf of Erin Capital Management, LLC;
3. In the Affiant's capacity of employment, he maintains the books and records of Erin Capital Management, LLC, and knows of his own personal knowledge that said records of account transactions are kept in the ordinary course of business and that it is the corporation's regular practice to record such transaction on or about the time of the occurrence;
4. Affiant has reviewed the books of Erin Capital Management, LLC, with respect to the indebtedness of AARON HORCHEN. The books and records of Erin Capital Management, LLC reflect that as of 06/04/2008, there was an outstanding principal amount of \$11,121.79;
5. The said account originated with CITIBANK PLATINUM SELECT, was, on 2/27/2008 sold, transferred and set over unto Erin Capital Management, LLC with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of the said claim and said account and further, Affiant states that to the best of Affiant's knowledge, information and belief there were no uncredited payments. A copy of the Statement of Account is attached hereto as Exhibit "A", which is justly due and remains unpaid.
6. This Affidavit is given for use on the above referenced account.

ALBERT MCCONNACH
Notary Public, State of New York
No. 01MC6164157
Qualified in Kings County
Commission Expires April 9, 2011


Carl Fon
(Affiant Name)

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 4 Day of June, 2008.

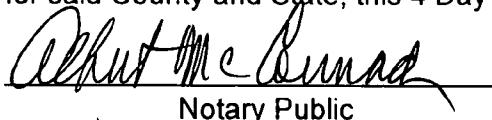

Notary Public

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 all Citibank Card Agreements 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 transaction, and then 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 "balances 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 a promotional rate (for 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:

■ \$20, if the New Balance is at least \$20 and not greater than \$960, or \$20, 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 this fee 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 your 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.

Preatuthorized 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 without 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 Primerica 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.

Changing 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
© 1999 Citibank (South Dakota), N.A.
Citibank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

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.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current 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'

07/03/06 \$10397.05 \$10397.05 SITE:KC-CL TM:CO-5000 ACID:ROB1240
 PAY DUE DATE NEW BALANCE BRIEF DUE
 06/12/08 21:53:57:

AARON HORCHEN
 130 E LONG AVE
 DU BOIS
 15801-2125000

PA

CITI CARDS
 PO BOX 183054
 COLUMBUS, OH
 43218-3054

Citi® Platinum Select® Card



Account Number
 5424 1805 3763 3817

Customer Service:

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$9800	\$0	\$3000	\$0	\$10397.05
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
SIOUX FALLS, SD 57117	\$597.05	\$1109.96	\$436.15	\$10397.05

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	6/07		Standard Purch LATE FEE - MAY PAYMENT PAST DUE 66 0000	39.00 0000000000
	6/07		OVER CREDIT LIMIT FEE 62 0000	35.00 0000000000
	6/07		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	203.00 0000000000
	6/07		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	91.15 0000000000

Your late fee was based on your account balance as of the payment due date (05/31/06), which was \$10,028.90.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,921.21	\$74.00	\$0.00	\$203.00	\$7,198.21
ADVANCES	\$3,107.69	\$0.00	\$0.00	\$91.15	\$3,198.84
TOTAL	\$10,028.90	\$74.00	\$0.00	\$294.15	\$10,397.05

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	Days This Billing Period: 33
PURCHASES Standard Purch	\$7,019.15	0.08764%(D)	31.990%	31.990%	
ADVANCES Standard Adv	\$3,151.66	0.08764%(D)	31.990%	31.990%	

10/02/06 \$11121.79 \$11121.79 SITE:KC-CL TM:CO-5000 ACID:ROB1240
 06/12/08 21:53:57:
 PRE-DEBIT DATE NEW BALANCE GR-AMT DUE

AARON HORCHEN
 130 E LONG AVE
 DU BOIS
 15801-2125000

PA

CITI CARDS
 PO BOX 183054
 COLUMBUS, OH
 43218-3054

Citi® Platinum Select® Card



Account Number
 5424 1805 3763 3817

Customer Service:

1-800-950-5114	Total Credit Line \$ 9800	Available Credit Line \$ 0	Cash Advance Limit \$ 3000	Available Cash Limit \$ 0	New Balance \$ 11121.79
BOX 6500 SIOUX FALLS, SD 57117	Statement/ closing Date 09/07/2006	Amount Over Credit Line \$1321.79	Past Due \$2192.13	Purch/Adv Minimum Due \$401.72	Minimum Amount Due \$11121.79

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	9/07		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	201.51 0000000000
	9/07		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	89.21 0000000000

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$7,507.61	\$0.00	\$0.00	\$201.51	\$7,709.12
ADVANCES	\$3,323.46	\$0.00	\$0.00	\$89.21	\$3,412.67
TOTAL	\$10,831.07	\$0.00	\$0.00	\$290.72	\$11,121.79

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	Days This Billing Period: 30
PURCHASES Standard Purch	\$7,604.56	0.08833%(D)	32.240%	32.240%	
ADVANCES Standard Adv	\$3,366.38	0.08833%(D)	32.240%	32.240%	

EXHIBIT 'D'

SHAPIRO LAW OFFICE, P.C.

P.O. Box 1050
33 Rock Hill Road - Suite 150
Bala Cynwyd, PA 19004-5050
(610) 668-0707
Fax (610) 668-1815

June 11, 2008

File No. EH504/552P00135
Mastercard Account# 5424180537633817

Aaron Horchen
319 E Scribner Ave
Du Bois, PA 15801

RE: Erin Capital Management, LLC
VS : Aaron Horchen.

Dear Aaron Horchen,

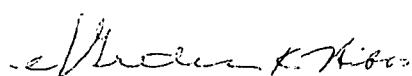
Erin Capital Management LLC as successor in interest to Citibank Platinum Select, has retained this firm to collect the debt of \$11,121.79 that you now owe to Erin Capital Management, LLC. You should direct all future communications regarding this matter to my attention at the above address and telephone number.

The account is overdue. Payment in full is hereby requested. You have not paid the balance due on the account and are in default of your agreement.

Please contact this office within thirty (30) days of the date of this letter to make arrangements for payment of the above debt. Monthly payments are acceptable. We only ask that you remember this debt each month when you pay your other bills.

If we do not hear from you within thirty days, we may proceed with all actions of law, including suit and proceedings in attachment of assets, without further demand.

Very truly yours,


Gretchen K. Hibbs, Esq.
For the Firm

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE, THIS OFFICE WILL: OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1767-CD

ERIN CAPITAL MANAGEMENT, LLC
vs
AARON HORCHEN

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 10/19/2008 HEARING: PAGE: 104683

FILED
OCT 06 2008
S 6V

DEFENDANT: AARON HORCHEN
ADDRESS: 319 E. SCRIBNER AVE.
DUBOIS, PA 15801

William A. Shaw
Prothonotary/Clerk of Courts

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 10-01-08 N/A _____

SHERIFF'S RETURN

NOW, 10-03-08 AT 11:45 AM SERVED THE WITHIN

COMPLAINT ON AARON HORCHEN, DEFENDANT

BY HANDING TO Aaron Horchen, DEFENDANT

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

ADDRESS SERVED 319 East SCRIBNER Dubois, PA 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR AARON HORCHEN

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO AARON HORCHEN

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conner
Deputy Signature

Mark A. Conner
Print Deputy Name

FILED *(Handwritten mark)*

NOV 24 2008

AM 11:15 / 2008
William A. Shaw
Prothonotary/Clerk of Courts

5 Cite. to Deet w/Notice
Cite. to Aaron w/Notice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ERIN CAPITAL MANAGEMENT, LLC

Plaintiff

CASE NUMBER: 2008-1767-CD

Vs

AARON HORCHEN
Defendant

TYPE OF PLEADING:
PRAECIPE FOR ENTRY
DEFAULT JUDGMENT

FILED ON BEHALF OF:
PLAINTIFF, ERIN CAPITAL
MANAGEMENT, LLC

COUNSEL OF RECORD
Kenneth S. Shapiro, Esq.
Shapiro Law Office, PC
33 Rock Hill Road, Suite 150
Bala Cynwyd, PA 19004
610-668-0707

State I.D.No. 26850

Erin Capital Management, LLC
35 East 21st Street
5th Floor
New York, NY 10010-0000

: IN THE COURT OF COMMON PLEAS

: OF CLEARFIELD COUNTY

Plaintiff(s),

: CIVIL CASE NO. 2008-1767-CD

vs.

Aaron Horchen

Defendant(s).

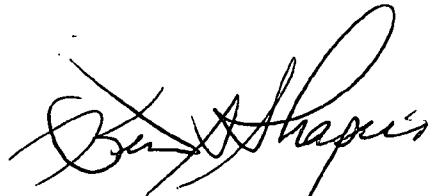
OFFICE OF THE PROTHONOTARY

TO: Aaron Horchen,

NOTICE

PURSUANT TO RULE 236, YOU ARE HEREBY NOTIFIED THAT A JUDGMENT HAS BEEN ENTERED FOR WANT OF AN ANSWER IN THE ABOVE PROCEEDING, AND THAT ENCLOSED HEREWITH IS A COPY OF ALL RECORD DOCUMENTS FILED IN SUPPORT OF THE SAID JUDGMENT.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL.



Kenneth S. Shapiro, Esq.
SHAPIRO LAW OFFICE, P.C.
P.O. Box 1050
33 Rock Hill Road, Suite 150
Bala Cynwyd, PA 19004
(610) 668-0707

Erin Capital Management, LLC : IN THE COURT OF COMMON PLEAS
Plaintiff(s), : FOR CLEARFIELD COUNTY
vs. :
Aaron Horchen :
Defendant(s). : CIVIL CASE NO. 2008-1767-CD
:

PRAECIPE FOR JUDGMENT

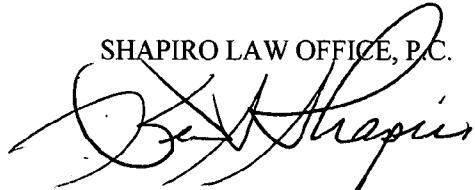
Enter Judgment in favor of Plaintiff and against the defendant(s) Aaron
Horchens, for want of an answer.

Assess Damages as Follows:

Debt	\$11,121.79
Reasonable Attorney Fee	<u>1,668.27</u>
Total	\$12,790.06

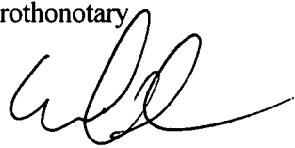
I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS
ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM
THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

SHAPIRO LAW OFFICE, P.C.


Kenneth S. Shapiro, Esq.
Atty. I.D. #26850
For the Firm
Attorney for Plaintiff

AND NOW Nov. 24, 2008, Judgment is entered in favor of
Erin Capital Management, LLC, and against Aaron Horchen, by Default for want of an answer in the
above proceeding and damages assessed at the sum of \$12,790.06 as per the above certification.

Prothonotary


SHAPIRO LAW OFFICE, P.C.

Kenneth S. Shapiro, Esq.
Attorney I.D. #26850
P.O. Box 1050
33 Rock Hill Road, Suite 150
Bala Cynwyd, Pennsylvania 19004
Telephone No.:(610)-668-0707

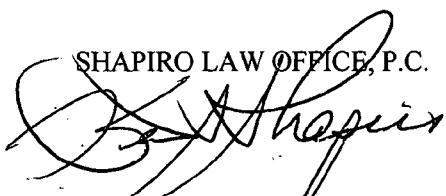
Erin Capital Management, LLC : IN THE COURT OF COMMON PLEAS
Plaintiff(s), : FOR CLEARFIELD COUNTY
vs. :
Aaron Horchen : CIVIL CASE NO. 2008-1767-CD
Defendant(s). :
:

**CERTIFICATION OF MAILING OF WRITTEN
NOTICE OF INTENTION TO FILE FOR DEFAULT JUDGMENT
(Pa RCP 237.1)**

TO THE PROTHONOTARY:

I hereby certify that on October 28, 2008, I sent by first class mail to the defendant, Aaron Horchen, a Notice of Intention to Cause Judgment to be entered against him by default. A true and correct copy of said notice is attached hereto and made part hereof. The notice was sent after default occurred and more than ten (10) days prior to the filing of the praecipe for judgment by default for failure to file an answer in the above proceeding.

Date: November 17, 2008


SHAPIRO LAW OFFICE, P.C.
Kenneth S. Shapiro, Esquire
For the Firm
Attorney(s) for Plaintiff

SHAPIRO LAW OFFICE P.C.
P.O. Box 1050
33 Rock Hill Road, Suite 150
Bala Cynwyd, PA 19004
610-668-0707 FAX 610-668-1815

October 28, 2008

Our File No. EH504

Aaron Horchen
319 E. Scribner Avenue
Du Bois, PA 15801

Re: Erin Capital Management, LLC
Vs: Aaron Horchen,
Clearfield County Court of Common Pleas,
Civil Action No. 2008-1767-CD

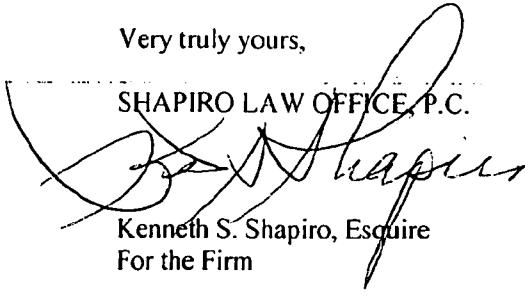
Dear Aaron Horchen,

Enclosed please find a copy of a Notice of Intent To Take A Default Judgment in the above-referenced case, the original of which will be filed with the court.

Thank you for your attention to this matter.

Very truly yours,

SHAPIRO LAW OFFICE, P.C.


Kenneth S. Shapiro, Esquire
For the Firm

Erin Capital Management, LLC
35 East 21st Street
5th Floor
New York, NY 10010-0000

: IN THE COURT OF COMMON PLEAS
: FOR CLEARFIELD COUNTY
:
: CIVIL CASE NO. 2008-1767-CD

Plaintiff(s),
vs.
Aaron Horchen
Defendant(s).

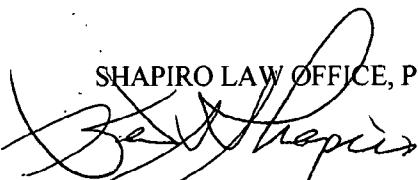
TO: Aaron Horchen
319 E. Scribner Avenue
Du Bois, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Daniel J. Nelson, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814)-765-2641 Ext. 5982

DATE: October 28, 2008


SHAPIRO LAW OFFICE, P.C.

Kenneth S. Shapiro, Esquire
Attorney I.D. #26850
P.O. Box 1050
33 Rock Hill Road, Suite 150
Bala Cynwyd, Pennsylvania 19004
(610) 668-0707

Erin Capital Management, LLC

: IN THE COURT OF COMMON PLEAS

Plaintiff(s),

: FOR CLEARFIELD COUNTY

vs.

Aaron Horchen

: CIVIL CASE NO. 2008-1767-CD

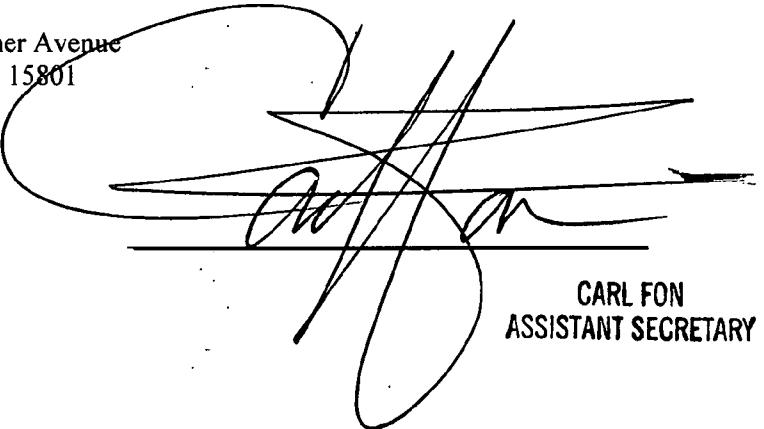
Defendant(s).

:

AFFIDAVIT OF NON-MILITARY SERVICE

I, CARL FON, being duly sworn according to law, depose and say that the defendant(s) in the above matter is/are not in the military service of the United States of America or any state or territory thereof, or its allies, and is/are in no way subject to the Soldiers' and Sailors' Relief Act of 1940 and its amendments. On the contrary, the said defendant(s) is/are a civilian/civilians residing at:

319 E. Scribner Avenue
Du Bois, PA 15801


CARL FON
ASSISTANT SECRETARY

Sworn to and Subscribed

Before me this 12 day

of NOVEMBER, 2008

Albert Mcconnach
Notary Public

ALBERT MCCONNACH
Notary Public, State of New York
No. 01MC6164157
Qualified in Kings County
Commission Expires April 9, 2011

SHAPIRO LAW OFFICE, P.C.

Kenneth S. Shapiro, Esq.
Attorney I.D. #26850
P.O. Box 1050
33 Rock Hill Road, Suite 150
Bala Cynwyd, PA 19004
(610) 668-0707

Erin Capital Management, LLC. : IN THE COURT OF COMMON PLEAS

Plaintiff(s), : FOR CLEARFIELD COUNTY

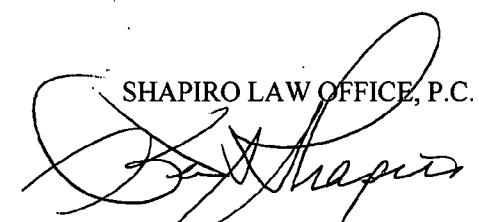
vs. :
Aaron Horchen : CIVIL CASE NO. 2008-1767-CD

Defendant(s). :
:

CERTIFICATION OF ADDRESS

I hereby certify that the address of the Plaintiff is 35 East 21st Street 5th Floor New York NY 10010-0000; and the last known address of the Defendant, to the best of my knowledge, information and belief is:

319 E. Scribner Avenue
Du Bois, PA 15801



SHAPIRO LAW OFFICE, P.C.
Kenneth S. Shapiro, Esq.
For the Firm
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104683
NO: 08-1767-CD
SERVICES 1
COMPLAINT

PLAINTIFF: ERIN CAPITAL MANAGEMENT, LLC
vs.
DEFENDANT: AARON HORCHEN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	61367	10.00
SHERIFF HAWKINS	SHAPIRO	61367	62.46

FILED
0/3:30pm
JAN 15 2008
WM
S William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff