

08-2227-CD
Citibank vs Richard McNally

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FILED Atty pd. 45.00
11:30 AM
NOV 19 2008
JCC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
701 East 60th Street N
Sioux Falls, SD 57117

: IN THE COURT OF COMMON PLEAS

Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.

RICHARD MCNALLY
111 West Long Avenue, Apt 2P
Dubois PA 15801-2166

: NO. 08-2227-CD

Defendant : CIVIL ACTION - LAW

Complaint - Notice

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 (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
701 East 60th Street N
Sioux Falls, SD 57117

Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.

: NO.

RICHARD MCNALLY
111 West Long Avenue, Apt 2P
Dubois PA 15801-2166

Defendant : CIVIL ACTION - LAW

Complaint

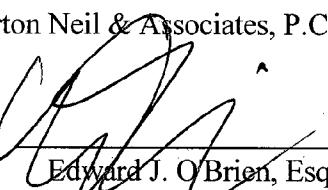
1. Plaintiff is CITIBANK (SOUTH DAKOTA), N.A., with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota.
2. Defendant is Richard McNally, who resides at 111 West Long Avenue, Apt 2P, Dubois, Clearfield County, Pennsylvania.
3. Plaintiff is a national banking association, engaged in various types of banking business including consumer lending through the issuance of credit cards.
4. Plaintiff furnished consumer credit to the defendant by means of a credit card with account number ending in 0517 hereinafter referred to as the credit card account.
5. Plaintiff kept accurate running records of all debits and credits to the account.
6. Plaintiff mailed to defendant monthly statements for the account including the billing statement attached hereto as Exhibit A. The monthly statements accurately stated the previous balance, the debits and credits to the account for the prior billing period.
7. Before plaintiff mailed Exhibit A, defendant had for many months made payments on account of the billing statement or retained the statement without payment.

8. Defendant's actions as set forth above constituted an account stated between parties for the sum of \$2,293.28 which sum reflects the Exhibit A statement balance less credits, if any, which were applied subsequent to the date of Exhibit A.

Wherefore, plaintiff demands judgment against defendant for the sum of \$2,293.28, and the costs of this action.

Burton Neil & Associates, P.C.

By:


Edward J. O'Brien, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates, P.C. is a debt collector.

06/17/08 \$2293.28 \$259.47 SITE:KC-CL TM:CO-5000 ACID:IRB0004
 PAY DUE DATE NEW BALANCE MIN. AMT. DUE 07/04/08 19:53:13:

RICHARD McNALLY
 111 W LONG APT 2P
 DUBOIS
 15801-2166000 PA

CITI CARDS
 PO BOX 183066
 COLUMBUS, OH
 43218-3066

Citi® Platinum Select® Card



Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2293.28
Jacksonville, FL	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	05/23/2008	\$0.00 +	\$186.01 +	\$73.46 =	\$259.47

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/23			Standard Purch LATE FEE - APR PAYMENT PAST DUE 66 0000 0 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	35.00 70000000000 .52
5/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	15.94 70000000000

Your account is now 3 MONTHS PAST DUE and currently closed. 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.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$70.26	\$35.00	\$0.00	\$0.52	\$105.78
ADVANCES	\$2,171.56	\$0.00	\$0.00	\$15.94	\$2,187.50
TOTAL	\$2,241.82	\$35.00	\$0.00	\$16.46	\$2,293.28

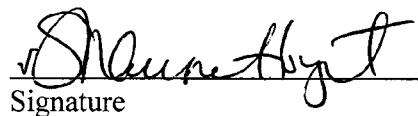
Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$70.51	0.02438%(D)	8.900%	8.900%
ADVANCES				
Standard Adv	\$2,179.25	0.02438%(D)	8.900%	8.900%

EXHIBIT A

Verification

I, Shauna Houghton am an employee of Citicorp Credit Services, Inc., (USA) which is by contract the service provider for plaintiff CITIBANK (SOUTH DAKOTA), N.A. retained to perform services on its behalf. I am authorized to make this verification as attorney-in-fact for plaintiff under powers of attorney from plaintiff to Citicorp Credit Services, Inc. (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.



Signature

C-16737

Richard McNally
Account number ending in 0517
1002

JASON M. RETTIG, PABN 200948
418 WILLARD RD
HATBORO, PA 19040
(267) 879-9054
Attorney for Defendant RICHARD MCNALLY

FILED
M 11 2008 NO
DEC 11 2008 CC
S William A. Shaw
Prothonotary/Clerk of Courts
G

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

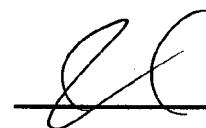
CITIBANK (SOUTH DAKOTA) N.A.)
Plaintiff,) Case No.: 08-2227-CD
vs.)
RICHARD MCNALLY) CIVIL ACTION - LAW
Defendant.)

PRAECIPE TO ENTER APPEARANCE

To the Prothonotary:

Please enter my appearance for RICHARD MCNALLY, defendant, in the above titled case.

DATED: December 4th, 2008



JASON M. RETTIG, PABN 200948

418 WILLARD RD

HATBORO, PA 19040

(267) 879-9054

Attorney for Defendant RICHARD MCNALLY

JASON M. RETTIG, PABN 200948
418 WILLARD RD
HATBORO, PA 19040
(267) 879-9054
Attorney for Defendant RICHARD MCNALLY

FILED NOCC
7/11/2008
DEC 11 2008
S William A. Shaw
Prothonotary/Clerk of Courts
GTO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.,)
Plaintiff,) Case No.: 08-2227-CD
vs.)
RICHARD MCNALLY) CIVIL ACTION - LAW
Defendant.)

ANSWER

AND NOW, this 4th day of December, 2008, comes the defendant RICHARD MCNALLY, by and through his attorney Jason Rettig, who admits, denies, and alleges as follows:

1. Defendant, RICHARD MCNALLY, admits to the facts contained in paragraph one, that the plaintiff is CITIBANK (SOUTH DAKOTA) N.A., with a principal place of business situated at 701 EAST 60th STREET NORTH, SIOUX FALLS, SOUTH DAKOTA.
2. Defendant, RICHARD MCNALLY, admits to the facts contained in paragraph two, that he resides at 111 WEST LONG AVE., APT 29, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.
3. Defendant, RICHARD MCNALLY, admits the facts alleged in paragraph three, that the Plaintiff is a national banking association, engaged in various types of banking business including consumer lending through the issuance of credit cards.
4. Defendant, RICHARD MCNALLY, admits the facts alleged in paragraph four, that he was furnished consumer credit by means of a credit card with account number ending in 0517.
5. Defendant, RICHARD MCNALLY, does not have sufficient information to admit or deny the facts alleged in paragraph five, that the Plaintiff kept accurate running records of all debits and credits to the account.
6. Defendant, RICHARD MCNALLY, admits facts alleged in paragraph six, that the Plaintiff mailed him monthly statements stating the previous balance, the debits, and credits to the account for the prior billing period.
7. Defendant, RICHARD MCNALLY, admits facts alleged in paragraph seven, that he had, for many months, made payments on the account of the billing statement or retained it without paying.

8. Defendant, RICHARD MCNALLY, denies the facts alleged in paragraph eight, that his actions have constituted an account stated between the parties for the sum of \$2,293.28.

WHEREFORE, the defendant respectfully requests this honorable court enter judgment in favor of the defendant and that Complainant take nothing by said Complaint; that Defendant recover its cost of action herein; and such other relief as the Court may deem proper.

Respectfully submitted,

DATED: December 4, 2008



JASON M. RETTIG, PABN 200948
418 WILLARD RD
HATBORO, PA 19040
(267) 879-9054

Attorney for Defendant RICHARD MCNALLY

VERIFICATION

I, Defendant, RICHARD MCNALLY, verify that the facts set forth in this answer are true and correct to the best of my knowledge, information, and belief

DATED: _____

A handwritten signature in black ink, appearing to read "Richard R McNally Jr". The signature is written in a cursive style with a horizontal line underneath it.

Defendant RICHARD MCNALLY

FILED

DEC 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2227-CD

CITIBANK (SOUTH DAKOTA), N.A.
vs
RICHARD MCNALLY

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/19/2008 HEARING: PAGE: 104964

DEFENDANT: RICHARD MCNALLY
ADDRESS: 111 WEST LONG AVENUE, APT 2P
DUBOIS, PA 15801-2166

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 12-2-08 AT 10:44 AM PM SERVED THE WITHIN

COMPLAINT ON RICHARD MCNALLY, DEFENDANT

BY HANDING TO Richard McNally, Defendant

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

ADDRESS SERVED 111 West Long Ave APT 2-P. Dubois, Pa. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR RICHARD MCNALLY

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO RICHARD MCNALLY

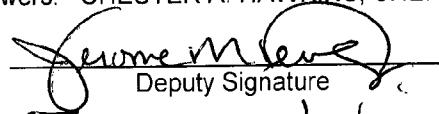
REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF December 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:


Deputy Signature

Print Deputy Name

JASON M. RETTIG, PABN 200948
418 WILLARD RD
HATBORO, PA 19040
(267) 879-9054
Attorney for Defendant RICHARD MCNALLY

FILED
MT 11:16 AM
JAN 14 2009
S William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.,)
Plaintiff,) Case No.: 08-2227-CD
vs.)
RICHARD MCNALLY,) CIVIL ACTION - LAW
Defendant.)

DEFENDANT'S FIRST SET OF ADMISSIONS

AND NOW, this 5th day of January, 2009, comes the defendant RICHARD MCNALLY, by and through his attorney Jason Rettig, who admits, denies, and alleges as follows:

1. In response to Plaintiff's first request for admissions, Defendant, RICHARD MCNALLY, admits that each billing statement was reviewed to determine the accuracy of the account activity.
2. In response to Plaintiff's second request for admissions, Defendant, RICHARD MCNALLY, admits that the attached monthly payments correctly identify the payments, charges, and balances to the account.
3. In response to Plaintiff's third request for admissions, Defendant, RICHARD MCNALLY, admits that he made no written communication disputing the charges or credits within sixty days of receipt of each statement.

4. In response to Plaintiff's fourth request for admissions, Defendant, RICHARD MCNALLY, admits that there was not billing error notice sent to the Plaintiff.
5. In response to Plaintiff's fifth request for admissions, Defendant, RICHARD MCNALLY, admits that the last payment on the account was made on February 4th, 2008 in the amount of \$45.87.
6. In response to Plaintiff's sixth request for admissions, Defendant, RICHARD MCNALLY, admits that, due to financial problems, he has made no further payments on the account
7. In response to Plaintiff's seventh request for admissions, Defendant, RICHARD MCNALLY, admits that the balance sought was determined by adding the debits and credits on the account.
8. In response to Plaintiff's eight request for admissions, Defendant, RICHARD MCNALLY, admits that the Plaintiff's arithmetic is accurate.
9. In response to Plaintiff's ninth request for admissions, Defendant, RICHARD MCNALLY, admits that \$2,293.28 is a correct and accurate balance of the credit card account in question.
10. In response to Plaintiff's tenth request for admissions, Defendant, RICHARD MCNALLY, admits that he has not facts to support his denials of the averments of the Plaintiff's complain, but had lost access to the detailed information sent by Plaintiff accompanying these requests for admissions.
11. In response to Plaintiff's eleventh request for admissions, Defendant, RICHARD MCNALLY, admits that he has no writings, letters, or documents to support his denials of the Plaintiff's complaint.

12. In response to Plaintiff's twelfth request for admissions, Defendant, RICHARD MCNALLY, admits that \$2,293.28 is a correct and accurate balance of the credit card account in question.

Respectfully submitted,

DATED: January 5, 2009



JM
JASON M. RETTIG, PABN 200948
418 WILLARD RD
HATBORO, PA 19040
(267) 879-9054

Attorney for Defendant RICHARD MCNALLY

CERTIFICATE OF SERVICE

I, Jason Rettig, Attorney for Defendant, hereby certify that I served a true and correct copy of the within Defendant's Response to Plaintiff's First Request for Admissions on Plaintiff's counsel, Edward O'Brien Esquire, at his business address of record via first class mail, postage prepaid on the date set forth below.

DATED: January 5, 2009



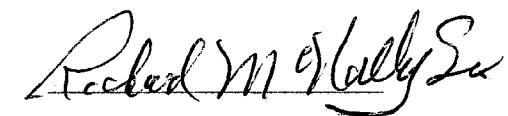
JASON M. RETTIG, PABN 200948
418 WILALRD RD
HATBORO, PA 19040

(267) 879-9054
Attorney for Defendant RICHARD MCNALLY

VERIFICATION

I, RICHARD MCNALLY, Defendant in the within action, hereby verify that the statements of facts contained within the forgoing Requests for Admissions are true and correct to the best of my knowledge and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 01-06-09



RICHARD MCNALLY, Defendant

FILED

JAN 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104964
NO: 08-2227-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CITIBANK (SOUTH DAKOTA), N.A.

vs.

DEFENDANT: RICHARD McNALLY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NEIL	048576	10.00
SHERIFF HAWKINS	NEIL	048576	40.23

SEARCHED
INDEXED
010:45cm
MAR 24 2009

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, CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.)
Plaintiff,) Case No.: 2008-2227-CD
vs.)
RICHARD MCNALLY) CIVIL ACTION - LAW
Defendant.)
)
)
)
)
)
)
)

PRAECIPE TO WITHDRAW APPEARANCE

To the Prothonotary:

Please withdraw my appearance for RICHARD MCNALLY, defendant, in the above titled case.

DATED: November 22, 2010



JASON M. RETTIG, PABN 200948
100 WEST MONUMENT AVE
HATBORO, PA 19040
(267) 879-9054

Attorney for Defendant RICHARD MCNALLY

FILED NO
NOV 29 2010
60

William A. Shaw
Prothonotary/Clerk of Courts

CA
FILED
M 14 2011 NO
S 10/28/2011
William A. Shaw
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.
Brit J. Suttell, Esquire, Id. no. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

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

v.

: NO. 08-2227-CD

RICHARD McNALLY

Defendant : CIVIL ACTION - LAW

Plaintiff's Motion for Summary Judgment

Now comes plaintiff, Citibank (South Dakota), N.A., by and through its undersigned attorneys of record, Burton Neil & Associates, P.C., and hereby moves under Pa. R. C. P. 1035.2 for summary judgment against defendant, Richard McNally, in the sum of \$2,293.28, plus the costs of this action, and in support thereof avers as follows:

1. The pleadings, consisting of the complaint and answer, are closed.
2. Plaintiff served defendant with requests for admission which defendant answered.

True and correct copies of the requests for admission and defendant's answers thereto are attached hereto, incorporated herein and marked Exhibits A and B, respectively.

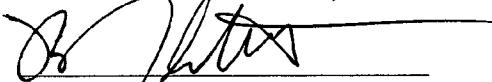
3. Plaintiff's affidavit in support of summary judgment is attached hereto, incorporated

herein and marked Exhibit C.

4. There is no genuine issue of material fact which will require a trial. Therefore, plaintiff is entitled to summary judgment.

Wherefore, plaintiff, Citibank (South Dakota), N.A., moves the Court enter summary judgment pursuant to Pa R.C.P. 1035.2 for it and against defendant, Richard McNally, in the sum of \$2,293.28, plus the costs of this action.

Burton Neil & Associates, P.C.



By Brit J. Suttell, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

BURTON NEIL & ASSOCIATES, P.C.
By: Edward J. O'Brien, Esquire ID. NO.32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO.08-2227-CD

RICHARD McNALLY
Defendant

: CIVIL ACTION - LAW

Plaintiff's First Set of Requests for Admission to Defendant

Plaintiff, by its undersigned attorney, hereby serves upon defendant's counsel the within Request for Admissions pursuant to Pa.R.C.P. No. 4014. Your attention is called to Rule 4014(b) which provides:

Each matter of which an admission is requested shall be separately set forth.

The matter is admitted unless, within thirty days after service of the request, or within such shorter or longer time as the court may allow, the party to whom the request is directed serves upon the party requesting the admission an answer verified by the party or an objection, signed by the party or by the party's attorney; but, unless the court shortens the time, a defendant shall not be required to serve answers or objections before the expiration of forty-five days after service of the original process upon him or her.

If objection is made, the reasons therefore shall be stated. The answer shall admit or deny the matter or set forth in detail the reasons why the answering party cannot truthfully do so.

A denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify the answer or deny only a part of the matter of which an admission is requested, the party shall specify so much of it as is true and qualify or deny the remainder.

An answering party may not give lack of information or knowledge as a reason for failure

EXHIBIT A

to admit or deny unless the answering party states that he or she has made reasonable inquiry and that the information known or readily obtainable by him or her is insufficient to enable him or her to admit or deny. A party who considers that a matter of which an admission has been requested presents a genuine issue for trial may not, on that ground alone, object to the request. That party may, subject to the provisions of Rule 4019(d), deny the matter or set forth reasons why he or she cannot admit or deny it.

Requests for Admission

1. With reference to each monthly billing statement sent by Citibank (South Dakota), N.A. to defendant for the credit card account which is the subject matter of this action, defendant admits: That each monthly billing statement received was reviewed to determine whether the information appearing on the statement accurately reflected the account activity for the prior month including any charges made using the card and that payments made were credited.

2. With reference to each monthly billing statement sent by Citibank (South Dakota), N.A. to defendant for the credit card account which is the subject matter of this action defendant admits: That the detail set forth in each monthly billing statement accurately reflected for the monthly billing period defendant's use of the account and accurately reflected all charges and credits to the account.

3. With reference to each monthly billing statement sent by Citibank (South Dakota),

N.A. to defendant for the credit card account which is the subject matter of this action defendant admits: That within 60 days after receipt of each statement no writing or other communication disputing, protesting or objecting to any of the charges or credits appearing in the monthly billing statements was sent by defendant to plaintiff.

4. With reference to each monthly billing statement sent by Citibank (South Dakota), N.A. to defendant for the credit card account which is the subject matter of this action defendant admits: That a written billing error notice was not sent to Citibank (South Dakota), N.A.

5. Defendant admits that the last payment made on the account was posted by Citibank (South Dakota), N.A. on February 4, 2008 in the amount of \$45.87.

6. Defendant admits financial problems led to defendant making no further payments beyond the last payment made to Citibank (South Dakota), N.A.

7. You admit the balance sought from you in the complaint was determined by adding

together with any prior balance all the purchases, balance transfers and cash advances you transacted in the billing period, subtracting from that subtotal all payments and credits in the billing period, calculating the finance charge on that result, stating the total balance and minimum monthly payment due.

8. You admit Citibank (South Dakota), N.A.'s aforesaid method of calculation produced the balance you owe and is arithmetically accurate.

9. You admit based on the above calculation and your lack of response to the indicated monthly billing statements, you owe Citibank (South Dakota), N.A. the balance of \$2,293.28.

10. You admit you have no facts to support your denials of the averments of plaintiff's complaint.

11. You admit you have no writings, letters or documents of any kind to support your denials of plaintiff's complaint.

12. Defendant admits that balance owed on the account is \$2,293.28 is correct.

Burton Neil & Associates, P.C.

By: _____
Edward J. O'Brien, Esquire

NOTICE: Burton Neil & Associates, P.C. is a debt collector.

JASON M. RETTIG, PABN 200948
418 WILLARD RD
HATBORO, PA 19040
(267) 879-9054
Attorney for Defendant RICHARD MCNALLY

1-16737
RPA
AN80015

IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A., } Case No.: 08-2227-CD
Plaintiff, }
vs. }
RICHARD MCNALLY, } CIVIL ACTION - LAW
Defendant. }
}

DEFENDANT'S FIRST SET OF ADMISSIONS

AND NOW, this 5th day of January, 2009, comes the defendant RICHARD MCNALLY, by and through his attorney Jason Rettig, who admits, denies, and alleges as follows:

1. In response to Plaintiff's first request for admissions, Defendant, RICHARD MCNALLY, admits that each billing statement was reviewed to determine the accuracy of the account activity.
2. In response to Plaintiff's second request for admissions, Defendant, RICHARD MCNALLY, admits that the attached monthly payments correctly identify the payments, charges, and balances to the account.
3. In response to Plaintiff's third request for admissions, Defendant, RICHARD MCNALLY, admits that he made no written communication disputing the charges or credits within sixty days of receipt of each statement.

EXHIBIT B

4. In response to Plaintiff's fourth request for admissions, Defendant, RICHARD MCNALLY, admits that there was not billing error notice sent to the Plaintiff.
5. In response to Plaintiff's fifth request for admissions, Defendant, RICHARD MCNALLY, admits that the last payment on the account was made on February 4th, 2008 in the amount of \$45.87.
6. In response to Plaintiff's sixth request for admissions, Defendant, RICHARD MCNALLY, admits that, due to financial problems, he has made no further payments on the account
7. In response to Plaintiff's seventh request for admissions, Defendant, RICHARD MCNALLY, admits that the balance sought was determined by adding the debits and credits on the account.
8. In response to Plaintiff's eight request for admissions, Defendant, RICHARD MCNALLY, admits that the Plaintiff's arithmetic is accurate.
9. In response to Plaintiff's ninth request for admissions, Defendant, RICHARD MCNALLY, admits that \$2,293.28 is a correct and accurate balance of the credit card account in question.
10. In response to Plaintiff's tenth request for admissions, Defendant, RICHARD MCNALLY, admits that he has not facts to support his denials of the averments of the Plaintiff's complain, but had lost access to the detailed information sent by Plaintiff accompanying these requests for admissions.
11. In response to Plaintiff's eleventh request for admissions, Defendant, RICHARD MCNALLY, admits that he has no writings, letters, or documents to support his denials of the Plaintiff's complaint.

12. In response to Plaintiff's twelfth request for admissions, Defendant, RICHARD MCNALLY, admits that \$2,293.28 is a correct and accurate balance of the credit card account in question.

Respectfully submitted,

DATED: January 5, 2009



JASON M. RETTIG, PABN 200948
418 WILLARD RD
HATBORO, PA 19040
(267) 879-9054

Attorney for Defendant RICHARD MCNALLY

CERTIFICATE OF SERVICE

I, Jason Rettig, Attorney for Defendant, hereby certify that I served a true and correct copy of the within Defendant's Response to Plaintiff's First Request for Admissions on Plaintiff's counsel, Edward O'Brien Esquire, at his business address of record via first class mail, postage prepaid on the date set forth below.

DATED: January 5, 2009



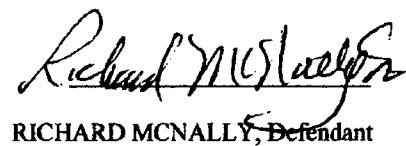
JASON M. RETTIG, PABN 200948
418 WILALRD RD
HATBORO, PA 19040

(267) 879-9054
Attorney for Defendant RICHARD McNALLY

VERIFICATION

I, RICHARD MCNALLY, Defendant in the within action, hereby verify that the statements of facts contained within the forgoing Requests for Admissions are true and correct to the best of my knowledge and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 01-06-09


Richard McNally

RICHARD MCNALLY, Defendant

CITIBANK, N.A.

Plaintiff,

vs.

RICHARD McNALLY

Defendant.

)
Case No.

AFFIDAVIT SUPPORTING SUMMARY JUDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

Before me, the undersigned authority, personally appeared the person identified below, who being by me duly sworn, deposed as follows:

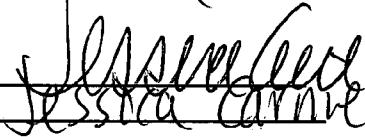
- Jessica Anne*
1. My name is Jessica Anne. I am of sound mind, lawful age and capable of making this Affidavit. The statements set forth in this affidavit are true and correct based on personal knowledge and review of the business records described herein. I am authorized to make this affidavit on behalf of Citibank, N.A. (referred to herein as "Citibank"). This includes accounts previously owned by Citibank (South Dakota), N.A., which merged into Citibank in or about July 2011.
 2. I am employed by Citicorp Credit Services, Inc. (USA) (referred to herein as "CCSI"). CCSI is a subsidiary of Citibank and services accounts owned by Citibank, including maintaining and recording information in Citibank's records. Citibank is a National Bank with its home office in Sioux Falls, South Dakota.
 3. My employment duties include being a custodian of records for CCSI and Citibank with respect to accounts owned by Citibank. As a custodian of records, I have knowledge of, and access to, account information and records concerning the defendant's Citibank account number currently ending in 0517, which is the subject of this lawsuit (the "Account").
 4. Citibank's records regarding the Account contain the name and billing address of the defendant, the Account number (and predecessor account numbers, if any), the Account's history, including charges made, interest and/or fees assessed, payments and/or credits received, and the minimum payment due and the total outstanding balance due on the Account, all of which are collectively referred to as the "Account Information."
 5. Citibank and CCSI maintain records and the Account Information in the ordinary course of business, which is made at or near the time of each event recorded by someone with personal knowledge of the events, or from information transmitted by someone with personal knowledge of each event, and a business duty to record such information.
 6. The Account Information reflects that charges were made on the Account to purchase goods and services and/or obtain cash advances. Defendant was provided periodic billing statements for the Account when there was Account activity, which described the charges on the Account, along with interest, fees, payments, credits and the amount due on the Account. Attached hereto and incorporated herein are true and correct copies of the Account statement transaction detail that was sent to the defendant (the "Account Statement").
 7. The Account Information shows that the Account Statement was sent to the defendant either by regular mail or by electronic mail. The attached Account Statement does not reflect any outstanding disputes on the Account.
 8. As reflected in the Account Information, defendant did eventually fail to make required payments on the Account.
 9. As a result of defendant's failure to make proper payments on the Account, defendant is presently in default on the Account.
 10. As reflected on the attached Account Statement, the balance on the Account is \$2,293.28. After the attached Account Statement was sent to the defendant, an additional payment or credit/debit was received on the Account in the amount of \$0.00. As of the date of this affidavit, the Account balance of \$2,293.28 is due and owing.
 11. The debt reflected herein is delinquent, past due and remains due and owing. Citibank is the owner of the Account and the party and entity to whom the delinquent debt is owed.

EXHIBIT C

117513

12. The Account is subject to written terms and conditions, as amended from time to time, which terms and conditions were agreed to by the defendant's use of the Account. A true and correct copy of the terms and conditions is attached hereto.

By:
Name:

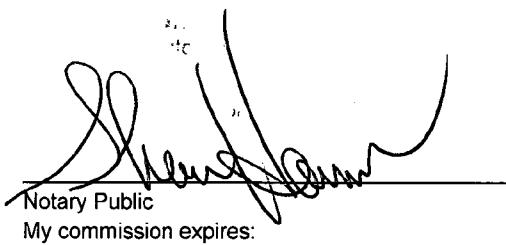

JESSICA CARNIE

STATE OF MISSOURI)
) ss.

COUNTY OF PLATTE)

On this 14 day of Oct, 2013, before the undersigned Notary Public in and for the state of Missouri, personally appeared JESSICA CARNIE, known to me to be the person who executed the Affidavit on behalf of the above-named Plaintiff, and acknowledged to me that he/she executed the same for the purposes therein stated.

SHAWN HARMER
Notary Public - Notary Seal
State of Missouri
Commissioned for Platte County
My Commission Expires: January 27, 2014
Commission Number: 10433214


Notary Public
My commission expires:

Visit: www.melloncreditcard.accountonline.co

0517351990070005801

Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	02/17/04	\$3519.90	\$70.00	

36 A1 0673 1 VI 4

RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS PA
15801-2166000

MELLON
P.O. BOX 182564
COLUMBUS, OH
43218-2564



For Customer Service, call or write
1-877-888-5132

Account Number

0517

PAYMENT MUST BE RECEIVED BY 5:00 PM LOCAL TIME ON 02/17/2004

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
01/26/2004	\$8300	\$0	\$8300	\$0	\$3519.90
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$70.00 =	\$70.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
1/08	42127277		Payments, Credits & Adjustments PAYMENT THANK YOU	-71.00
1/26			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	25.26

Our records show home phone 814-371-7341 and
business phone 000-000-0000. Please update above
coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,565.64	\$0.00	\$71.00	\$25.26	\$3,519.90
TOTAL	\$3,565.64	\$0.00	\$71.00	\$25.26	\$3,519.90

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02164%(D)	7.900%	7.900%
ADVANCES Standard Adv	\$3,537.05	0.02164%(D)	7.900%	7.900%

Visit: www.melloncreditcard.accountonline.co

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	03/17/04	\$3471.06	\$69.00	

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RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS
15801-2166000

PA

MELLON
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Platinum

Account Number

0517



Customer Service:

1-877-888-5132	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3471.06
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	02/23/2004	\$0.00 +	\$0.00 +	\$69.00 =	\$69.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
2/09	62700615		Payments, Credits & Adjustments PAYMENT THANK YOU	-70.00
2/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	21.16

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,519.90	\$0.00	\$70.00	\$21.16	\$3,471.06
TOTAL	\$3,519.90	\$0.00	\$70.00	\$21.16	\$3,471.06

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02164%(D)	7.900%	7.900%
ADVANCES Standard Adv	\$3,492.65	0.02164%(D)	7.900%	7.900%

Visit: www.melloncreditcard.accountonline.com

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	04/16/04	\$3422.62	\$68.00	

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RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS PA
15801-2166000

MELLON
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Platinum

Account Number

0517



Customer Service:

1-877-888-5132	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300	\$0	\$8300	\$0	\$3422.62
	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	03/23/2004	\$0.00 +	\$0.00 +	\$68.00 =	\$68.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
3/05	41615687		Payments, Credits & Adjustments PAYMENT THANK YOU	-70.00
3/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	21.56

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,471.06	\$0.00	\$70.00	\$21.56	\$3,422.62
TOTAL	\$3,471.06	\$0.00	\$70.00	\$21.56	\$3,422.62

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02164%(D)	7.900%	7.900%
ADVANCES Standard Adv	\$3,435.64	0.02164%(D)	7.900%	7.900%

Visit: www.melloncreditcard.accountonline.co

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	05/17/04	\$3376.64	\$67.00	

36 A1 0673 1 VI 4

RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS PA
15801-2166000

MELLON
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Platinum

Account Number

0517



Customer Service:

1-877-888-5132	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3376.64
Jacksonville, FL	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	04/22/2004	\$0.00 +	\$0.00 +	\$67.00 =	\$67.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
4/05	62505169		Payments, Credits & Adjustments PAYMENT THANK YOU	-68.00
4/22			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.02

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,422.62	\$0.00	\$68.00	\$22.02	\$3,376.64
TOTAL	\$3,422.62	\$0.00	\$68.00	\$22.02	\$3,376.64

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$0.00	0.02164%(D)	7.900%	7.900%
ADVANCES				
Standard Adv	\$3,392.51	0.02164%(D)	7.900%	7.900%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	06/17/04	\$3332.99	\$66.00	

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RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS
15801-2166000

MELLON
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Platinum

Account Number

0517

**Customer Service:**

1-877-888-5132	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300	\$0	\$8300	\$0	\$3332.99
	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	05/24/2004	\$0.00 +	\$0.00 +	\$66.00 =	\$66.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/17	62722343		Payments, Credits & Adjustments PAYMENT THANK YOU	-67.00
5/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.35

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,376.64	\$0.00	\$67.00	\$23.35	\$3,332.99
TOTAL	\$3,376.64	\$0.00	\$67.00	\$23.35	\$3,332.99

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02164%(D)	7.900%	7.900%
ADVANCES Standard Adv	\$3,371.23	0.02164%(D)	7.900%	7.900%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	07/19/04	\$3288.45	\$65.00	

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RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS PA
15801-2166000

MELLON
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Platinum

Account Number

0517

**Customer Service:**

1-877-888-5132	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300	\$0	\$8300	\$0	\$3288.45
	Statement/ closing Date	Amount Over Credit Line	Past Due	Minimum Due	Minimum Amount Due
	06/23/2004	\$0.00 +	\$0.00 +	\$65.00 =	\$65.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/07	62936387		Payments, Credits & Adjustments PAYMENT THANK YOU	-66.00
6/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	21.46

Citi no longer offers the Mellon credit card. Your account number will remain the same. Beginning in July your statement will show Citi replacing the Mellon name. For Customer Service you will call 1-800-983-6453 and for online access citicards.com

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,332.99	\$0.00	\$66.00	\$21.46	\$3,288.45
TOTAL	\$3,332.99	\$0.00	\$66.00	\$21.46	\$3,288.45

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02164%(D)	7.900%	7.900%
ADVANCES Standard Adv	\$3,306.00	0.02164%(D)	7.900%	7.900%

30484 Visit: www.citicards.com

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citi®

Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	08/17/04	\$3244.64	\$64.00	

36 A1 0673 1 VI 4

RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS PA
15801-2166000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3244.64
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	07/23/2004	\$0.00 +	\$0.00 +	\$64.00 =	\$64.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
7/08	44212216		Payments, Credits & Adjustments PAYMENT THANK YOU	-65.00
7/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	21.19

Our records show home phone 814-371-7341 and
business phone 000-000-0000. Please update
coupon if incorrect.

Please see the enclosed privacy notice for important
information.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,288.45	\$0.00	\$65.00	\$21.19	\$3,244.64
TOTAL	\$3,288.45	\$0.00	\$65.00	\$21.19	\$3,244.64

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02164%(D)	7.900%	7.900%
ADVANCES Standard Adv	\$3,264.07	0.02164%(D)	7.900%	7.900%

30484 Visit: www.citicards.com

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citi®

Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	09/17/04	\$3203.68	\$64.00	

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RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS PA
15801-2166000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3203.68
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	08/24/2004	\$0.00 +	\$0.00 +	\$64.00 =	\$64.00
Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount	
8/09	44435173		Payments, Credits & Adjustments PAYMENT THANK YOU	-64.00	
8/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.04	

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,244.64	\$0.00	\$64.00	\$23.04	\$3,203.68
TOTAL	\$3,244.64	\$0.00	\$64.00	\$23.04	\$3,203.68

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02233%(D)	8.150%	8.150%
ADVANCES Standard Adv	\$3,223.84	0.02233%(D)	8.150%	8.150%

30484 Visit: www.citicards.com

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	10/18/04	\$3161.74	\$63.00	

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RICHARD MCNALLY
 111 W LONG APT 2P
 DUBOIS PA
 15801-2166000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3161.74
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	09/23/2004	\$0.00 +	\$0.00 +	\$63.00 =	\$63.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
9/15	42903789		Payments, Credits & Adjustments PAYMENT THANK YOU	-64.00
9/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.06

IMPORTANT INFORMATION ABOUT CREDIT REPORTING:
 WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO
 CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR
 OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN
 YOUR CREDIT REPORT.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,203.68	\$0.00	\$64.00	\$22.06	\$3,161.74
TOTAL	\$3,203.68	\$0.00	\$64.00	\$22.06	\$3,161.74

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02301%(D)	8.400%	8.400%
ADVANCES Standard Adv	\$3,195.17	0.02301%(D)	8.400%	8.400%

30484 Visit: www.citicards.com

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citi®

Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	11/17/04	\$3122.58	\$62.00	

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RICHARD MCNALLY
 111 W LONG APT 2P
 DUBOIS PA
 15801-2166000

CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3122.58
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	10/25/2004	\$0.00 +	\$0.00 +	\$62.00 =	\$62.00
Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount	
10/11	62372065		Payments, Credits & Adjustments PAYMENT THANK YOU	-63.00	
10/25			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.84	

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,161.74	\$0.00	\$63.00	\$23.84	\$3,122.58
TOTAL	\$3,161.74	\$0.00	\$63.00	\$23.84	\$3,122.58

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02370%(D)	8.650%	8.650%
ADVANCES Standard Adv	\$3,143.80	0.02370%(D)	8.650%	8.650%

30484 Visit: www.citicards.com

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	12/17/04	\$3081.88	\$61.00	

36 A1 0673 1 VI 4

RICHARD MCNALLY
111 W LONG APT 2P
DUBOIS PA
15801-2166000

CITI CARDS
P.O. BOX 182564
COLUMBUS, OH
43218-2564

Citi® Platinum Select® Card

Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3081.88
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	11/23/2004	\$0.00 +	\$0.00 +	\$61.00 =	\$61.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
11/08	43628152		Payments, Credits & Adjustments PAYMENT THANK YOU	-62.00
11/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	21.30

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,122.58	\$0.00	\$62.00	\$21.30	\$3,081.88
TOTAL	\$3,122.58	\$0.00	\$62.00	\$21.30	\$3,081.88

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02370%(D)	8.650%	8.650%
ADVANCES Standard Adv	\$3,098.70	0.02370%(D)	8.650%	8.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	01/17/05	\$3043.26	\$60.00	

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43218-2564

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Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$3043.26
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	12/23/2004	\$0.00 +	\$0.00 +	\$60.00 =	\$60.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
12/08	41756185		Payments, Credits & Adjustments PAYMENT THANK YOU	-61.00
12/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.38

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,081.88	\$0.00	\$61.00	\$22.38	\$3,043.26
TOTAL	\$3,081.88	\$0.00	\$61.00	\$22.38	\$3,043.26

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02438%(D)	8.900%	8.900%
ADVANCES Standard Adv	\$3,060.21	0.02438%(D)	8.900%	8.900%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	02/16/05	\$3007.54	\$60.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300	\$0	\$8300	\$0	\$3007.54
	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	01/24/2005	\$0.00 +	\$0.00 +	\$60.00 =	\$60.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
1/10	42097091		Payments, Credits & Adjustments PAYMENT THANK YOU	-60.00
1/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.28

Our records show home phone 814-371-7341 and
 business phone 000-000-0000. Please update
 coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,043.26	\$0.00	\$60.00	\$24.28	\$3,007.54
TOTAL	\$3,043.26	\$0.00	\$60.00	\$24.28	\$3,007.54

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$0.00	0.02507%(D)	9.150%	9.150%
ADVANCES				
Standard Adv	\$3,026.94	0.02507%(D)	9.150%	9.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	03/18/05	\$2969.26	\$59.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2969.26
Jacksonville, FL 32231-4167	Statement/ closing Date 02/22/2005	Amount Over Credit Line \$0.00 +	Past Due \$0.00 +	Purch/Adv Minimum Due \$59.00 =	Minimum Amount Due \$59.00
Sale Date Post Date Reference Number	Activity Since Last Statement				Amount
2/08 42595531	Payments, Credits & Adjustments PAYMENT THANK YOU				-60.00
2/22	Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE				21.72

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$3,007.54	\$0.00	\$60.00	\$21.72	\$2,969.26
TOTAL	\$3,007.54	\$0.00	\$60.00	\$21.72	\$2,969.26

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02507%(D)	9.150%	9.150%
ADVANCES Standard Adv	\$2,987.03	0.02507%(D)	9.150%	9.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	04/18/05	\$2932.00	\$58.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2932.00
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	03/24/2005	\$0.00 +	\$0.00 +	\$58.00 =	\$58.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
3/07	42783071		Payments, Credits & Adjustments PAYMENT THANK YOU	-60.00
3/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.74

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,969.26	\$0.00	\$60.00	\$22.74	\$2,932.00
TOTAL	\$2,969.26	\$0.00	\$60.00	\$22.74	\$2,932.00

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02575%(D)	9.400%	9.400%
ADVANCES Standard Adv	\$2,944.29	0.02575%(D)	9.400%	9.400%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	05/17/05	\$2896.38	\$57.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2896.38
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	04/22/2005	\$0.00 +	\$0.00 +	\$57.00 =	\$57.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
4/11	35778416		Payments, Credits & Adjustments PAYMENT THANK YOU	-58.00
4/22			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.38

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,932.00	\$0.00	\$58.00	\$22.38	\$2,896.38
TOTAL	\$2,932.00	\$0.00	\$58.00	\$22.38	\$2,896.38

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02644%(D)	9.650%	9.650%
ADVANCES Standard Adv	\$2,918.84	0.02644%(D)	9.650%	9.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	06/17/05	\$2863.74	\$57.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300	\$0	\$8300	\$0	\$2863.74
	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	05/24/2005	\$0.00 +	\$0.00 +	\$57.00 =	\$57.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/09	37416256		Payments, Credits & Adjustments PAYMENT THANK YOU	-57.00
5/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.36

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,896.38	\$0.00	\$57.00	\$24.36	\$2,863.74
TOTAL	\$2,896.38	\$0.00	\$57.00	\$24.36	\$2,863.74

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02644%(D)	9.650%	9.650%
ADVANCES Standard Adv	\$2,879.72	0.02644%(D)	9.650%	9.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	07/18/05	\$2829.30	\$56.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2829.30
Jacksonville, FL	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	06/23/2005	\$0.00 +	\$0.00 +	\$56.00 =	\$56.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/08	33275334		Payments, Credits & Adjustments PAYMENT THANK YOU	-57.00
6/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.56

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,863.74	\$0.00	\$57.00	\$22.56	\$2,829.30
TOTAL	\$2,863.74	\$0.00	\$57.00	\$22.56	\$2,829.30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES	\$0.00	0.02644%(D)	9.650%	9.650%
Standard Purch	\$0.00	0.02644%(D)	9.650%	9.650%
ADVANCES	\$2,844.29	0.02644%(D)	9.650%	9.650%
Standard Adv	\$2,844.29	0.02644%(D)	9.650%	9.650%

SEND PAYMENTS TO:
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	08/18/05	\$2798.35	\$55.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2798.35
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	07/25/2005	\$0.00 +	\$0.00 +	\$55.00 =	\$55.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
7/11	32064320		Payments, Credits & Adjustments PAYMENT THANK YOU	-56.00
7/25			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	25.05

Our records show home phone 814-371-7341 and
business phone 000-000-0000. Please update
coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,829.30	\$0.00	\$56.00	\$25.05	\$2,798.35
TOTAL	\$2,829.30	\$0.00	\$56.00	\$25.05	\$2,798.35

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02781%(D)	10.150%	10.150%
ADVANCES Standard Adv	\$2,815.23	0.02781%(D)	10.150%	10.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	09/19/05	\$2766.53	\$55.00	

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Account Number

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2766.53
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	08/24/2005	\$0.00 +	\$0.00 +	\$55.00 =	\$55.00
Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount	
8/08	35723270		Payments, Credits & Adjustments PAYMENT THANK YOU	-55.00	
8/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.18	

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,798.35	\$0.00	\$55.00	\$23.18	\$2,766.53
TOTAL	\$2,798.35	\$0.00	\$55.00	\$23.18	\$2,766.53

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02781%(D)	10.150%	10.150%
ADVANCES Standard Adv	\$2,778.43	0.02781%(D)	10.150%	10.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	10/18/05	\$2734.98	\$54.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2734.98
Jacksonville, FL	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	09/23/2005	\$0.00 +	\$0.00 +	\$54.00 =	\$54.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
9/05	34661256		Payments, Credits & Adjustments PAYMENT THANK YOU	-55.00
9/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.45

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,766.53	\$0.00	\$55.00	\$23.45	\$2,734.98
TOTAL	\$2,766.53	\$0.00	\$55.00	\$23.45	\$2,734.98

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02849%(D)	10.400%	10.400%
ADVANCES Standard Adv	\$2,743.07	0.02849%(D)	10.400%	10.400%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	11/17/05	\$2705.53	\$54.00	

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Account Number

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2705.53
Jacksonville, FL	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	10/24/2005	\$0.00 +	\$0.00 +	\$54.00 =	\$54.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
10/06	33964016		Payments, Credits & Adjustments PAYMENT THANK YOU	-54.00
10/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.55

Please see the enclosed privacy notice for important information.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,734.98	\$0.00	\$54.00	\$24.55	\$2,705.53
TOTAL	\$2,734.98	\$0.00	\$54.00	\$24.55	\$2,705.53

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02918%(D)	10.650%	10.650%
ADVANCES Standard Adv	\$2,713.80	0.02918%(D)	10.650%	10.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	12/19/05	\$2675.05	\$53.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300 Statement/ Closing Date 11/23/2005	\$0 Amount Over Credit Line \$0.00 +	\$8300 Past Due \$0.00 +	\$0 Purch/Adv Minimum Due \$53.00 =	\$2675.05 Minimum Amount Due \$53.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
11/07	32779456		Payments, Credits & Adjustments PAYMENT THANK YOU	-54.00
11/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.52

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,705.53	\$0.00	\$54.00	\$23.52	\$2,675.05
TOTAL	\$2,705.53	\$0.00	\$54.00	\$23.52	\$2,675.05

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02918%(D)	10.650%	10.650%
ADVANCES Standard Adv	\$2,686.34	0.02918%(D)	10.650%	10.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	01/17/06	\$2645.82	\$52.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2645.82
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	12/23/2005	\$0.00 +	\$0.00 +	\$52.00 =	\$52.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
12/05	30266022		Payments, Credits & Adjustments PAYMENT THANK YOU	-53.00
12/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.77

PAYMENT ALERT: To avoid a late fee, please get your payment to us by the cutoff time on the due date shown on your billing statement.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,675.05	\$0.00	\$53.00	\$23.77	\$2,645.82
TOTAL	\$2,675.05	\$0.00	\$53.00	\$23.77	\$2,645.82

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02986%(D)	10.900%	10.900%
ADVANCES Standard Adv	\$2,653.01	0.02986%(D)	10.900%	10.900%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	02/16/06	\$2619.55	\$52.00	

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43218-2564

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Account Number

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2619.55
Jacksonville, FL	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	01/24/2006	\$0.00 +	\$0.00 +	\$52.00 =	\$52.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
1/09	32302242		Payments, Credits & Adjustments PAYMENT THANK YOU	-52.00
1/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	25.73

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,645.82	\$0.00	\$52.00	\$25.73	\$2,619.55
TOTAL	\$2,645.82	\$0.00	\$52.00	\$25.73	\$2,619.55

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03055%(D)	11.150%	11.150%
ADVANCES Standard Adv	\$2,632.33	0.03055%(D)	11.150%	11.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	03/20/06	\$2591.05	\$51.00	

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Citi® Platinum Select® Card

Account Number

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2591.05
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	02/22/2006	\$0.00 +	\$0.00 +	\$51.00 =	\$51.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
2/03	32897118		Payments, Credits & Adjustments PAYMENT THANK YOU	-52.00
2/22			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.50

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,619.55	\$0.00	\$52.00	\$23.50	\$2,591.05
TOTAL	\$2,619.55	\$0.00	\$52.00	\$23.50	\$2,591.05

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03123%(D)	11.400%	11.400%
ADVANCES Standard Adv	\$2,595.07	0.03123%(D)	11.400%	11.400%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	04/18/06	\$2564.13	\$51.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2564.13
Jacksonville, FL 32231-4167	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	03/24/2006	\$0.00 +	\$0.00 +	\$51.00 =	\$51.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
3/06	81048016		Payments, Credits & Adjustments PAYMENT THANK YOU	-51.00
3/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.08

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,591.05	\$0.00	\$51.00	\$24.08	\$2,564.13
TOTAL	\$2,591.05	\$0.00	\$51.00	\$24.08	\$2,564.13

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03123%(D)	11.400%	11.400%
ADVANCES Standard Adv	\$2,570.43	0.03123%(D)	11.400%	11.400%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	05/18/06	\$2538.31	\$50.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2538.31
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	04/24/2006	\$0.00 +	\$0.00 +	\$50.00 =	\$50.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
4/06	82746184		Payments, Credits & Adjustments PAYMENT THANK YOU	-51.00
4/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	25.18

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,564.13	\$0.00	\$51.00	\$25.18	\$2,538.31
TOTAL	\$2,564.13	\$0.00	\$51.00	\$25.18	\$2,538.31

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03192%(D)	11.650%	11.650%
ADVANCES Standard Adv	\$2,545.10	0.03192%(D)	11.650%	11.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	06/19/06	\$2512.41	\$50.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300 Statement/ closing Date 05/24/2006	\$0 Amount Over Credit Line \$0.00 +	\$8300 Past Due \$0.00 +	\$0 Purch/Adv Minimum Due \$50.00 =	\$2512.41 Minimum Amount Due \$50.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/05	83946492		Payments, Credits & Adjustments PAYMENT THANK YOU	-50.00
5/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.10

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,538.31	\$0.00	\$50.00	\$24.10	\$2,512.41
TOTAL	\$2,538.31	\$0.00	\$50.00	\$24.10	\$2,512.41

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03192%(D)	11.650%	11.650%
ADVANCES Standard Adv	\$2,516.66	0.03192%(D)	11.650%	11.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	07/18/06	\$2486.79	\$49.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2486.79
Jacksonville, FL 32231-4167	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	06/23/2006	\$0.00 +	\$0.00 +	\$49.00 =	\$49.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/05	86110094		Payments, Credits & Adjustments PAYMENT THANK YOU	-50.00
6/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.38

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,512.41	\$0.00	\$50.00	\$24.38	\$2,486.79
TOTAL	\$2,512.41	\$0.00	\$50.00	\$24.38	\$2,486.79

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03260%(D)	11.900%	11.900%
ADVANCES Standard Adv	\$2,492.56	0.03260%(D)	11.900%	11.900%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	08/18/06	\$2464.16	\$49.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300 Statement/ closing Date 07/25/2006	\$0 Amount Over Credit Line \$0.00 +	\$8300 Past Due \$0.00 +	\$0 Purch/Adv Minimum Due \$49.00 =	\$2464.16 Minimum Amount Due \$49.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
7/10	80246024		Payments, Credits & Adjustments PAYMENT THANK YOU	-49.00
7/25			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	26.37

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,486.79	\$0.00	\$49.00	\$26.37	\$2,464.16
TOTAL	\$2,486.79	\$0.00	\$49.00	\$26.37	\$2,464.16

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,475.10	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	09/18/06	\$2439.59	\$48.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2439.59
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	08/24/2006	\$0.00 +	\$0.00 +	\$48.00	\$48.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
8/07	87231018		Payments, Credits & Adjustments PAYMENT THANK YOU	-49.00
8/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.43

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,464.16	\$0.00	\$49.00	\$24.43	\$2,439.59
TOTAL	\$2,464.16	\$0.00	\$49.00	\$24.43	\$2,439.59

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,446.61	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	10/19/06	\$2417.42	\$48.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2417.42
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	09/25/2006	\$0.00 +	\$0.00 +	\$48.00 =	\$48.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
9/08	82237350		Payments, Credits & Adjustments PAYMENT THANK YOU	-48.00
9/25			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	25.83

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,439.59	\$0.00	\$48.00	\$25.83	\$2,417.42
TOTAL	\$2,439.59	\$0.00	\$48.00	\$25.83	\$2,417.42

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,425.14	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	11/20/06	\$2393.41	\$47.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2393.41
Jacksonville, FL	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	10/25/2006	\$0.00 +	\$0.00 +	\$47.00 =	\$47.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
10/09	82724497		Payments, Credits & Adjustments PAYMENT THANK YOU	-48.00
10/25			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.99

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,417.42	\$0.00	\$48.00	\$23.99	\$2,393.41
TOTAL	\$2,417.42	\$0.00	\$48.00	\$23.99	\$2,393.41

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,401.85	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	12/18/06	\$2370.13	\$47.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2370.13
Jacksonville, FL 32231-4167	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	11/24/2006	\$0.00 +	\$0.00 +	\$47.00 =	\$47.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
11/06	85185459		Payments, Credits & Adjustments PAYMENT THANK YOU	-47.00
11/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.72

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,393.41	\$0.00	\$47.00	\$23.72	\$2,370.13
TOTAL	\$2,393.41	\$0.00	\$47.00	\$23.72	\$2,370.13

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,375.14	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	01/16/07	\$2345.18	\$46.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2345.18
Jacksonville, FL 32231-4167	Statement/ closing Date 12/22/2006	Amount Over Credit Line \$0.00 +	Past Due \$0.00 +	Purch/Adv Minimum Due \$46.00 =	Minimum Amount Due \$46.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
12/14	85938385		Payments, Credits & Adjustments PAYMENT THANK YOU	-47.00
12/22			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.05

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,370.13	\$0.00	\$47.00	\$22.05	\$2,345.18
TOTAL	\$2,370.13	\$0.00	\$47.00	\$22.05	\$2,345.18

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,365.69	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	02/16/07	\$2324.82	\$46.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2324.82
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	01/24/2007	\$0.00 +	\$0.00 +	\$46.00 =	\$46.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
1/08	81010405		Payments, Credits & Adjustments PAYMENT THANK YOU	-46.00
1/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	25.64

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,345.18	\$0.00	\$46.00	\$25.64	\$2,324.82
TOTAL	\$2,345.18	\$0.00	\$46.00	\$25.64	\$2,324.82

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,333.95	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	03/19/07	\$2301.09	\$46.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2301.09
Jacksonville, FL 32231-4167	Statement/ closing Date 02/22/2007	Amount Over Credit Line \$0.00 +	Past Due \$0.00 +	Purch/Adv Minimum Due \$46.00 =	Minimum Amount Due \$46.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
2/05	80763251		Payments, Credits & Adjustments PAYMENT THANK YOU	-46.00
2/22			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.27

Call 1-800-945-9890 with questions about enclosed Notice of Class Action Settlement.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,324.82	\$0.00	\$46.00	\$22.27	\$2,301.09
TOTAL	\$2,324.82	\$0.00	\$46.00	\$22.27	\$2,301.09

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,307.05	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	04/17/07	\$2277.18	\$45.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2277.18
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	03/23/2007	\$0.00 +	\$0.00 +	\$45.00 =	\$45.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
3/09	85900413		Payments, Credits & Adjustments PAYMENT THANK YOU	-46.00
3/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.09

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,301.09	\$0.00	\$46.00	\$22.09	\$2,277.18
TOTAL	\$2,301.09	\$0.00	\$46.00	\$22.09	\$2,277.18

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,288.00	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	05/18/07	\$2256.32	\$45.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2256.32
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	04/24/2007	\$0.00 +	\$0.00 +	\$45.00 =	\$45.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
4/09	86320141		Payments, Credits & Adjustments PAYMENT THANK YOU	-45.00
4/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	24.14

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,277.18	\$0.00	\$45.00	\$24.14	\$2,256.32
TOTAL	\$2,277.18	\$0.00	\$45.00	\$24.14	\$2,256.32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES	\$0.00	0.03329%(D)	12.150%	12.150%
Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES	\$2,266.41	0.03329%(D)	12.150%	12.150%
Standard Adv	\$2,266.41	0.03329%(D)	12.150%	12.150%

SEND PAYMENTS TO:
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION.

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	06/18/07	\$2233.69	\$44.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2233.69
Jacksonville, FL	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	05/24/2007	\$0.00 +	\$0.00 +	\$44.00 =	\$44.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/07	87403041		Payments, Credits & Adjustments PAYMENT THANK YOU	-45.00
5/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.37

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,256.32	\$0.00	\$45.00	\$22.37	\$2,233.69
TOTAL	\$2,256.32	\$0.00	\$45.00	\$22.37	\$2,233.69

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,240.17	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	07/19/07	\$2212.34	\$44.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2212.34
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	06/25/2007	\$0.00 +	\$0.00 +	\$44.00 =	\$44.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/08	80782029		Payments, Credits & Adjustments PAYMENT THANK YOU	-45.00
6/25			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	23.65

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCES	\$2,233.69	\$0.00	\$45.00	\$23.65	\$2,212.34
TOTAL	\$2,233.69	\$0.00	\$45.00	\$23.65	\$2,212.34

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,219.87	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	08/20/07	\$2269.54	\$89.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2269.54
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	07/25/2007	\$0.00 +	\$44.00 +	\$45.00 =	\$89.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
7/25			Standard Purch LATE FEE - JUN PAYMENT PAST DUE	35.00
7/25			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.20

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Our records show home phone 814-371-7341 and business phone 000-000-0000. Please update coupon if incorrect.

Please see enclosed privacy notice for important information.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
ADVANCES	\$2,212.34	\$0.00	\$0.00	\$22.20	\$2,234.54
TOTAL	\$2,212.34	\$35.00	\$0.00	\$22.20	\$2,269.54

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,223.05	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	09/18/07	\$2283.04	\$90.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2283.04
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	08/24/2007	\$0.00 +	\$45.00 +	\$45.00 =	\$90.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
8/06	86941133		Payments, Credits & Adjustments PAYMENT THANK YOU	-44.00
8/24			Standard Purch LATE FEE - JUL PAYMENT PAST DUE	35.00
8/24			PURCHASES*FINANCE CHARGE*PERIODIC RATE	.35
8/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	22.15

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$35.00	\$35.00	\$0.00	\$0.35	\$70.35
ADVANCES	\$2,234.54	\$0.00	\$44.00	\$22.15	\$2,212.69
TOTAL	\$2,269.54	\$35.00	\$44.00	\$22.50	\$2,283.04

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$35.17	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,217.41	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	10/18/07	\$2266.34	\$60.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2266.34
Jacksonville, FL 32231-4167	Statement/ closing Date 09/24/2007	Amount Over Credit Line \$0.00 +	Past Due \$15.00 +	Purch/Adv Minimum Due \$45.00 =	Minimum Amount Due \$60.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
9/10	80051347		Payments, Credits & Adjustments PAYMENT THANK YOU	-75.00
9/24			Standard Purch LATE FEE - AUG PAYMENT PAST DUE PURCHASES*FINANCE CHARGE*PERIODIC RATE	35.00
9/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	.60
				22.70

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Important Information About Your Account: Please see the enclosed Notice of Change in Terms and Right to Opt Out for important changes to your Card Agreement.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$70.35	\$35.00	\$26.09	\$0.60	\$79.86
ADVANCES	\$2,212.69	\$0.00	\$48.91	\$22.70	\$2,186.48
TOTAL	\$2,283.04	\$35.00	\$75.00	\$23.30	\$2,266.34

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$58.05	0.03329%(D)	12.150%	12.150%
ADVANCES Standard Adv	\$2,200.05	0.03329%(D)	12.150%	12.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	11/19/07	\$2227.81	\$44.00	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2227.81
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	10/24/2007	\$0.00 +	\$0.00 +	\$44.00 =	\$44.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
10/08	85287183		Payments, Credits & Adjustments PAYMENT THANK YOU	-60.00
10/24			Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE	.61
10/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	20.86

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$79.86	\$0.00	\$28.46	\$0.61	\$52.01
ADVANCES	\$2,186.48	\$0.00	\$31.54	\$20.86	\$2,175.80
TOTAL	\$2,266.34	\$0.00	\$60.00	\$21.47	\$2,227.81

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$64.06	0.03192%(D)	11.650%	11.650%
ADVANCES Standard Adv	\$2,178.71	0.03192%(D)	11.650%	11.650%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	12/18/07	\$2204.52	\$42.71	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300 Statement/ Closing Date 11/23/2007	\$0 Amount Over Credit Line \$0.00 +	\$8300 Past Due \$0.00 +	\$0 Purch/Adv Minimum Due \$42.71 =	\$2204.52 Minimum Amount Due \$42.71

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
11/05	81879451		Payments, Credits & Adjustments PAYMENT THANK YOU	-44.00
11/23			Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE	.38
11/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	20.33

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$52.01	\$0.00	\$18.64	\$0.38	\$33.75
ADVANCES	\$2,175.80	\$0.00	\$25.36	\$20.33	\$2,170.77
TOTAL	\$2,227.81	\$0.00	\$44.00	\$20.71	\$2,204.52

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$40.41	0.03123%(D)	11.400%	11.400%
ADVANCES Standard Adv	\$2,169.58	0.03123%(D)	11.400%	11.400%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	01/17/08	\$2183.05	\$42.24	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2183.05
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	12/24/2007	\$0.00 +	\$0.00 +	\$42.24 =	\$42.24

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
12/10	84537209		Payments, Credits & Adjustments PAYMENT THANK YOU	-42.71
12/24			Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE	.24
12/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	21.00

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$33.75	\$0.00	\$17.98	\$0.24	\$16.01
ADVANCES	\$2,170.77	\$0.00	\$24.73	\$21.00	\$2,167.04
TOTAL	\$2,204.52	\$0.00	\$42.71	\$21.24	\$2,183.05

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$25.19	0.03123%(D)	11.400%	11.400%
ADVANCES Standard Adv	\$2,168.98	0.03123%(D)	11.400%	11.400%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	02/18/08	\$2160.68	\$40.87	

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Account Number

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2160.68
Jacksonville, FL	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	01/23/2008	\$0.00 +	\$0.00 +	\$40.87 =	\$40.87

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
1/07	87185261		Payments, Credits & Adjustments PAYMENT THANK YOU	-42.24
1/23			Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE	.06
1/23			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	19.81

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 Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$16.01	\$0.00	\$16.01	\$0.06	\$0.06
ADVANCES	\$2,167.04	\$0.00	\$26.23	\$19.81	\$2,160.62
TOTAL	\$2,183.05	\$0.00	\$42.24	\$19.87	\$2,160.68

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$6.99	0.03055%(D)	11.150%	11.150%
ADVANCES				
Standard Adv	\$2,161.77	0.03055%(D)	11.150%	11.150%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	03/18/08	\$2137.25	\$38.44	

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Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2137.25
Jacksonville, FL	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
32231-4167	02/22/2008	\$0.00 +	\$0.00 +	\$38.44	\$38.44
Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount	
2/04	87479275		Payments, Credits & Adjustments PAYMENT THANK YOU	-40.87	
2/22			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	17.44	

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.06	\$0.00	\$0.06	\$0.00	\$0.00
ADVANCES	\$2,160.62	\$0.00	\$40.81	\$17.44	\$2,137.25
TOTAL	\$2,160.68	\$0.00	\$40.87	\$17.44	\$2,137.25

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02712%(D)	9.900%	9.900%
ADVANCES Standard Adv	\$2,143.23	0.02712%(D)	9.900%	9.900%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	04/17/08	\$2190.29	\$112.48	

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CITI CARDS
 P.O. BOX 182564
 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2190.29
Jacksonville, FL 32231-4167	Statement/ closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	03/24/2008	\$0.00 +	\$38.44 +	\$74.04 =	\$112.48

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
3/24			Standard Purch LATE FEE - FEB PAYMENT PAST DUE	35.00
3/24			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	18.04

Your account is past due. Please pay the Minimum Amount Due shown. Remember, regular monthly payments will help establish a good payment history with us. If you have already sent us this payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
ADVANCES	\$2,137.25	\$0.00	\$0.00	\$18.04	\$2,155.29
TOTAL	\$2,137.25	\$35.00	\$0.00	\$18.04	\$2,190.29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$0.00	0.02712%(D)	9.900%	9.900%
ADVANCES Standard Adv	\$2,145.97	0.02712%(D)	9.900%	9.900%

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Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	05/19/08	\$2241.82	\$186.01	

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RICHARD MCNALLY
 111 W LONG APT 2P
 DUBOIS PA
 15801-2166000

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Citi® Platinum Select® Card

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0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167	\$8300	\$0	\$8300	\$0	\$2241.82
Jacksonville, FL 32231-4167	Statement/Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	04/23/2008	\$0.00 +	\$112.48 +	\$73.53 =	\$186.01

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
4/23	4/23		Standard Purch LATE FEE - MAR PAYMENT PAST DUE PURCHASES*FINANCE CHARGE*PERIODIC RATE	35.00 .26
	4/23		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	16.27

Your account is two months past due and your credit privileges have been discontinued. Please call the toll-free number shown above, Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. If you have already sent us this payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$35.00	\$35.00	\$0.00	\$0.26	\$70.26
ADVANCES	\$2,155.29	\$0.00	\$0.00	\$16.27	\$2,171.56
TOTAL	\$2,190.29	\$35.00	\$0.00	\$16.53	\$2,241.82

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$35.13	0.02507%(D)	9.150%	9.150%
ADVANCES Standard Adv	\$2,163.14	0.02507%(D)	9.150%	9.150%

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citi®

Account Number	Payment Due Date	New Balance	Minimum Amount Due	Enter Amount Enclosed
0517	06/17/08	\$2293.28	\$259.47	

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 DUBOIS PA
 15801-2166000

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 COLUMBUS, OH
 43218-2564

Citi® Platinum Select® Card

Account Number

0517

Customer Service:

1-800-983-6453	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
PO Box 44167 Jacksonville, FL 32231-4167	\$8300 Statement/ closing Date 05/23/2008	\$0 Amount Over Credit Line \$0.00 +	\$8300 Past Due \$186.01 +	\$0 Purch/Adv Minimum Due \$73.46 =	\$2293.28 Minimum Amount Due \$259.47

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/23	5/23		Standard Purch LATE FEE - APR PAYMENT PAST DUE PURCHASES*FINANCE CHARGE*PERIODIC RATE	35.00 .52
	5/23		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	15.94

Your account is now 3 MONTHS PAST DUE and currently closed. 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.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$70.26	\$35.00	\$0.00	\$0.52	\$105.78
ADVANCES	\$2,171.56	\$0.00	\$0.00	\$15.94	\$2,187.50
TOTAL	\$2,241.82	\$35.00	\$0.00	\$16.46	\$2,293.28

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$70.51	0.02438%(D)	8.900%	8.900%
ADVANCES Standard Adv	\$2,179.25	0.02438%(D)	8.900%	8.900%

Agreement. 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 give 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 the Customer Service telephone number shown on the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.

© 2003 Citibank (South Dakota), N.A.

Kon Stork
President & CEO
Citibank (South Dakota), N.A.
P.O. Box 8000
Sioux Falls, SD 57117

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 Discrepancies 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 provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we 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 can continue to report your account as delinquent. We can continue to bill you for the amount you欠, 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

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

Your Billing Rights. Keep This Notice For Future Use.

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Notify Us In Case of Errors or Discrepancies 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 provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we 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.

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 purchase. 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. To summarize this Agreement for you, the following definitions will apply: The words *you*, *your*, and *yours* mean all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we bill the billing statements. The word *card* means one or more cards or other access devices, such as account numbers, that we have issued or authorized to obtain credit under this Agreement. The words *we*, *us*, and *our* mean Citibank (South Dakota), N.A., the issuer of your account. The words *authorized user* mean any person to whom we give permission to use your account.

CARD AGREEMENT

This document and the card carrier together make up your Card Agreement and throughout this document are referred to as Agreement or Card Agreement. The card carrier contains important account information, including your annual percentage rates and the amount of any membership fee. Please read and keep both the card carrier and this document or your records. 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.

To summarize this Agreement for you, the following definitions will apply: The words *you*, *your*, and *yours* mean all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we bill the billing statements. The word *card* means one or more cards or other access devices, such as account numbers, that we have issued or authorized to obtain credit under this Agreement. The words *we*, *us*, and *our* mean Citibank (South Dakota), N.A., the issuer of your account. The words *authorized user* mean any person to whom we give permission to use your account.

Using Your Account and Your Credit Line.

The card must be signed to be used. Whether you sign the card or on your account, as specified in this Agreement, your card must only be used for lawful transactions.

Your initial credit line appears on the card carrier. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion, we may change your credit line or cash advance limit at any time. We will notify you of any new line or limit either by sending you a notice or through your billing statement. A change may take effect before you receive notification from us. 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 convenience 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. We may approve transactions that cause you to exceed your credit line without waiving any of our rights under this Agreement.

Additional Cards:

You may request additional cards on your account for yourself or others and you may permit an authorized user 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 an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the terms of this Agreement.

Membership Fee:

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

Billing:

Your billing statement shows the total balance, any finance charges, fees, the minimum amount due, and the payment due date. It also shows your current credit line and cash advance limit; an itemized list of current charges, convenience checks, payments and credits; a summary of the purchase and cash advance activity, including the finance charges, a rate summary, and other important information. If we learn your account is uncollectible or if we institute collection or attorney for collection, we may, in our sole discretion, stop sending you billing statements. However, finance charges and fees will continue to accrue whether or not we send you billing statements.

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 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 or cash advances and subtract any credits or payments credited as of that billing period. We then add the appropriate finance charges and fees and make other applicable adjustments.

Annual Percentage Rates for Purchases and Cash Advances:

Your annual percentage rates and the corresponding daily periodic rates appear on the card carrier. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not an annual

percentage rate is based on the U.S. Prime Rate plus a margin is indicated on the card carrier. Please see the section entitled "Variable Annual Percentage Rates and Cash Advances" for details relating to how these rates may change, including if you default under any Card Agreement that you have with us.

Variable Annual Percentage Rates for Purchases and Cash Advances:

If any annual percentage rate is based on the U.S. Prime Rate plus a margin, we will calculate the rate for each billing period by adding the applicable margin that appears on the card carrier to the U.S. Prime Rate. For each billing period we will use the U.S. Prime Rate published in *The Wall Street Journal* two business days prior to your Statement/Closing Date for that billing period. Any increase or decrease in a variable annual percentage rate due to a change in the U.S. Prime Rate takes effect as of the first day of the billing period for which we calculate the variable annual percentage rate. If more than one U.S. Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* cases, publications or to publish the U.S. Prime Rate, we may use the U.S. Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. When a change in an applicable variable annual percentage rate takes effect we will apply it to any existing balances, subject to any promotional rate that may apply. Your annual percentage rates may also vary if you default under any Card Agreement that you have with us because you fail to make a payment to us or any other creditor when due, or exceed your credit line, or you make a payment to us that is not honored. In such circumstances, we may increase your annual percentage rates (including any promotional rates) on all balances to a variable default rate of up to 22.95% plus the applicable U.S. Prime Rate. The maximum variable default rate currently in effect and the corresponding daily periodic rate appear on the card carrier. Factors considered in determining your variable default rate may include the length of time your account with us has been open, its existence, seriousness, and history of defaults under any Card Agreement that you have with us, and obtain indications of account usage and performance. The variable default rate takes effect as of the first day of the billing period in which you default. 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 Card Agreements that you have with us for six consecutive billing periods. Your existing balances will remain subject to the variable default rate until they are paid in full.

An increase in the variable annual percentage rate means you will incur 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 any balance. The period of time for which the promotional rate applies may be limited. Any applicable promotional

rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the card carrier. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Finance Charges:

Finances charges for purchases, balance transfers, and cash advances will begin to accrue from the date the transaction is added to the daily balance, as described below, and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance, if any, listed on the last billing statement by the payment due date on that statement you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of additional finance charges on purchases (excluding balance transfers). If you have accepted certain balance transfer offers for which you may be eligible, you may not be able to avoid additional finance charges on purchases, as described in your balance transfer offer.

We will calculate finance charges as follows:

- We figure a portion of the finance charge on your account by multiplying the daily balance on each feature (e.g., standard purchases or standard advances) by the applicable daily periodic rate and separately adding together any such finance charges for each feature 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 includes the Statement/Closing Date of the current billing period. The number of days in the billing period may vary.
 - To get the daily balance, we take the beginning balance for each feature every day (which may include unpaid finance charges from previous billing periods), add any new transactions, any new fees, and any finance charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero.
- We add a new purchase to the appropriate purchase balance as of the Sale Date shown on your billing statement.
- We add a new balance transfer or cash advance to the appropriate purchase or advance balance as of the Post Date shown on your billing statement. The Post Date is the date we receive your request for the balance transfer or cash advance. Including a request that we complete a balance transfer check or convenience check directly to someone, the Post Date is the date we receive the check for payment.

- The 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 the feature that is being assessed a finance charge. If more than one feature is assessed a finance charge, we may add the minimum finance charge to any such feature 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 card carrier indicates if your account is a secured account. If it is, you have given us a security interest in a certificate of deposit to

method of calculating the balance subject to finance charge and the periodic rate. The periodic rate results in daily compounding of finance charges.

Transaction Fee for Balance Transfers:

You have obtained a balance transfer for which we assess a balance transfer transaction fee if you transfer a balance by means other than a convenience check, or if you obtain funds through a balance transfer check. Balance transfers will be treated as purchases unless otherwise provided in this Agreement. To each balance transfer we add an additional FINANCE CHARGE of 3.0% of the balance transferred but not less than \$5 or more than \$50. This fee will be added to the appropriate purchase balance with the balance transfer. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

Transaction Fee for Cash Advances:

You have obtained a cash advance to which we assess a cash advance transaction fee if you obtain funds from an automated teller machine (ATM), through a convenience 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 appropriate advance balance with the cash advance. 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 the feature that is being assessed a finance charge. If more than one feature is assessed a finance charge, we may add the minimum finance charge to any such feature at our discretion.

Credit Balance:

You may not maintain a credit balance 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 card carrier indicates if your account is a secured account. If it is, you have given us a security interest in a certificate of deposit to

secure repayment of your account. If you withdraw your funds from the Certificate of Deposit, we will close your card account.

Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and MasterCard International or Visa International, depending on which card is used, will convert the transaction into a U.S. dollar amount. MasterCard and Visa 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 processing rate, MasterCard and Visa increase this conversion rate by one percent and keep this increase. We increase the conversion rate provided to us by MasterCard or Visa 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 calculated as follows. First, we begin with any amount that is past due and add to any amount in excess of your credit line. Second, we add \$5 if any annual percentage rate imposed on your account exceeds 19.95%.

• The amount of your billed finance charges:

- The New Balance on the billing statement if it is less than \$20;
- \$20 if the New Balance is at least \$20 and not greater than \$980;
- 1/48 of the New Balance (which calculation is rounded down to the nearest dollar) if the New Balance exceeds \$980.

If no annual percentage rate imposed on your account exceeds 19.95% and the largest of the above calculations is the amount of your billed finance charges, we add \$5 to the calculation of the Minimum Amount Due. However, the Minimum Amount Due will never exceed your New Balance.

In calculating the Minimum Amount Due, we may subtract from the New Balance certain fees added to your account during the billing period.

Payments:

You must pay at least the minimum amount due by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. 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.

Instructions for making payments are on your billing statement. In order to be credited as of a particular day, your payment must be received in the form specified, and by the time specified in these instructions. Do not send cash payments. We can accept late partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. 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 and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited or for a payment, we will bill you separately for them.

Over-the-Credit-Line Fee:

We will add a \$35 fee to the standard purchase balance for each billing period if the New Balance exceeds your credit line. We may add this \$35 fee even if we authorize the transaction that causes the New Balance to exceed your credit line.

Late Fee:

We will add a late fee to the standard purchase balance for each billing period you fail to pay by its due date, the Minimum Amount Due (less the Amount Over Credit Line shown on your billing statement). This late fee is based on the New Balance at the time the late fee is added. The late fee is: \$1.50 on balances up to \$100, \$25 on balances of \$100 up to \$1000, and \$35 on balances of \$1000 and over.

Returned Payment Fee:

We will add a \$29 fee to the standard 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.

Balance Transfer Checks:

Balance transfer checks may be used to transfer balances or to obtain funds up to the amount of your available credit line. Each balance transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance transfer checks may not be used to pay any amount owed to us under this or any other Card Agreement that you have with us. We will not certify any balance transfer checks, nor will we return paid balance transfer checks.

advances made after we've been notified of the loss or the theft; however, you must identify to 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 by its due date the Minimum Amount Due listed on each billing statement; fail to make a payment to any other creditor when due, by a check or similar instrument that is not honored or that we must return because it cannot be presented; day by automatic debit that is returned unpaid or default under any other Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance. If you have given us a security interest in a Certificate of Deposit, we may use the deposit amount to pay any amount you owe.

Unauthorized 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 unauthorized 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 be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent permitted by law.

Arbitration:

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURE IS SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate:
Either you or we may, without the other's consent, elect mandatory binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

BURTON NEIL & ASSOCIATES, P.C.
Brit J. Suttell, Esquire, Id. no. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

v.

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 08-2227-CD

RICHARD MCNALLY

Defendant : CIVIL ACTION - LAW

Plaintiff's Brief in Support of Summary Judgment

A. History of the Case

Plaintiff sued defendant to recover the past due balance owed on a credit card account. Defendant filed an answer which closed the pleadings and admitted the material allegations of the complaint. In the course of litigation, plaintiff served defendant with requests for admission which defendant answered by admitting every single request.

There is no genuine issue of material fact which will require a trial. Therefore, plaintiff files this motion for summary judgment. The pleadings, matters admitted from the requests for admission and plaintiff's affidavit in support of summary judgment constitute the record for the purposes of this motion. Plaintiff's motion is now before the Court for disposition.

B. Issue

Whether plaintiff's motion for summary judgment should be granted when there is no genuine issue of material fact which will require a trial?

C. Argument

1. Standard for Summary Judgment

The Pennsylvania Supreme Court stated that the standard for summary judgment is as follows:

Summary judgment is properly granted where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law." Pa. R. C. P. 1035(b). "The record must be viewed in the light most favorable to the nonmoving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party." *Marks v. Tasman*, 527 Pa. 132, 135, 589 A.2d 205, 206 (1991). Summary judgment may be entered only in those cases where the right is clear and free from doubt. *Musser v. Vilsmeier Auction Co., Inc.*, 522 Pa. 367, 369, 562 A.2d 279, 280 (1989).

Pa. State Univ. v. County of Ctr., 532 Pa. 142, 144 - 45, 615 A.2d 303 (1992).

Additionally, the Pennsylvania Superior Court has held the following:

... summary judgment is proper only when the uncontested allegations in the pleadings, depositions, answers to interrogatories, admissions of record and submitted affidavits demonstrate that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law.

Power Gas Mktg. & Transmission, Inc. v. Cabot Oil & Gas Corp., 2008 PA Super. 54, *P8, 948 A.2d 807 (2008), *citing Roche v. Ugly Duckling Car Sales, Inc.*, 2005 PA Super. 225, 879 A.2d 785, 789 (2005), *appeal denied*, 587 Pa. 732, 901 A.2d 499 (2006) (additional citation omitted).

Even when the limits of Rule 1035.1 are considered, plaintiff is still entitled to judgment as a matter of law because there is no genuine issue of material fact which needs to be tried.

2. The unanswered requests for admission conclusively establish plaintiff's case and eliminate any genuine issue of material fact.

Pa. R. C. P. 4014(d) states that matters admitted under Pa. R. C. P. 4014 are "conclusively established." Thus, in the case at bar, defendant's admissions to the requests for admission mean that the following facts are conclusively established:

- a. Defendant reviewed each and every billing statement to determine the accuracy of the account activity.
- b. The monthly payments attached to plaintiff's requests for admission correctly identify the payments, charges and balances to the account.
- c. Defendant made no written communication disputing the charges or credits within 60 days of receipt of each statement.
- d. There was no billing error notice sent to Plaintiff.
- e. The last payment on the account was made on February 4, 2008, and was in the amount of \$45.87.
- f. Due to financial problems, defendant made no further payment on the account.
- g. The balance sought was determined by adding the debits and credits on the account.
- h. Plaintiff's arithmetic is accurate.
- i. \$2,293.28 is the correct and accurate balance of the credit card account.
- j. Defendant has no facts to support his denials of the averment of the Plaintiff's complaint.
- k. Defendant has no evidence to support his denials to Plaintiff's complaint.

3. Defendant's answer effectively admitted all complaint allegations either directly or through rule of court and case law.

Defendant admitted paragraphs 1 through 4, 6 and 7, of the complaint. In fact, the only

paragraphs defendant denied were 5 and 8. Neither of these denials, however, is proper and both should be deemed admitted.

Paragraph 5 was denied by defendant stating that he did not have sufficient information to admit or deny. Although defendant used similar language contained in Pa. R. C. P. 1029(c), defendant failed to aver whether or not he made the required reasonable investigation. Since defendant did not plead that the required investigation was made, the Court must assume that no investigation was made.

Regardless of defendant's failure to properly plead under Pa. R. C. P. 1029(c), defendant's denials do not withstand the test the Superior Court put forth in *Cercone v. Cercone*, 254 Pa. Super. 381, 386 A.2d 1 (1978), "that a defendant may not rely upon Rule 1029(c)(1) to excuse a failure to make a specific denial of factual allegations contained in a complaint when it is clear that the defendant must know whether a particular allegation is true or false." *Cercone*, 254 Pa. Super. at 389. *See also Scales v. Sheffield Fabricating and Mach. Co.*, 258 Pa. Super. 568, 393 A.2d 680 (1978). The *Cercone* holding was so important that it formed the basis for the note to Rule 1029(c).

Additionally, defendant's denial of paragraph 8 is contrary to Pa. R. C. P. 1029(b) because defendant fails to support his denial with any factual support. "Although no fixed rule can be stated for determining whether a denial is specific, generally for a denial to be specific, it must deny what is averred and then must affirmatively aver what did occur in place of the facts as averred." 5 *Standard Pennsylvania Practice* 2d § 26:40 and the cases cited therein. *See also Swift v. Milner*, 371 Pa. Super. 302, 538 A.2d 28 (1988) (Court held that response with single word "denied" was a general denial resulting in admission); *Acme Cotton Products Co. v. Michael McDonough, Inc.*, 61 Pa. D. & C.2d 608 (1972), *affirmed per curiam*, 225 Pa. Super.

701, 306 A.2d 351 (1973) (Court held that when no facts plead to support denial, result was general denial and admission of facts).

Furthermore, defendant's denial is a particular form of general denial. It is a denial *in haec verba*, that is, defendant simply restated the complaint allegation in the form of a denial. "Any form of admission, including a denial which merely repeats the allegation almost verbatim in the negative." 3 *Goodrich-Amram* 2d § 1029(b):4. The rule cited in the treatise has been the law for many years in Pennsylvania and has served periodically as the basis for granting judgment motions. *See Hoffman v. Bozitsko*, 198 Pa. Super. 553, 183 A.2d 113 (1962); *Noll v. Hamil*, 72 Pa. D. & C.2d 177 (1975); *Martin v. Barfield*, 66 Pa. D. & C. 321 (1948); *Sheppard v. Stubbs*, 19 Pa. D. & C. 215 (1910). Thus, paragraph 8 must also be deemed admitted.

As expressed in *Jewelcor Jewelers & Distributors v. Corr*, 373 Pa. Super. 536, 542 A.2d 72 (1988), defendant's judicial admissions from the unanswered requests for admission pave the way for concluding that plaintiff's motion should be granted.

A judicial admission is an express waiver made in court or preparatory to trial by a party or his attorney, conceding for the purposes of the trial, the truth of the admission. It has the effect of a confessory pleading, in that the fact is thereafter to be taken for granted, so that the opposing party need offer no evidence to prove it and the party by whom the statement was made is not allowed to disprove it. *See* 9 Wigmore, *Evidence*, Section 2588 (Chadbourne Rev. 1981). It is axiomatic that a judicial admission cannot be contradicted by the party that made it. *See Tops Apparel Mfg. Co. v. Rothman*, 430 Pa. 583, 244 A.2d 436 (1968).

4. Plaintiff's affidavit further illustrates there is no genuine issue of material fact.

Plaintiff's affidavit is given by a records custodian who is qualified under Pennsylvania law. As such, the evidence given in the testimonial affidavit is admissible under Pa. R. E. 803(6); 42 Pa. C. S. A. § 6108(b) and *In re: Estate of Robert Indyk, Deceased*, 488 Pa. 567, 413

A.2d 371 (1978). Additionally, plaintiff's affidavit attaches, authenticates and incorporates numerous monthly billing statements for the account, showing the credits and debits to the account and how plaintiff kept an accurate accounting of the account. The affidavit also states that plaintiff provided defendant with periodic statements. The affidavit further states that defendant failed to make proper payments on the account and that defendant is currently in default on the account. The affiant clearly states the outstanding balance that is due and owing on the account. Thus, there is no genuine issue of material fact that defendant had the account at issue, used the account and eventually failed to pay the outstanding balance. Therefore, summary judgment is proper.

D. Conclusion

The judicial admissions from the unanswered requests for admission and pleadings are binding and conclusive on defendant. They establish proof of plaintiff's account stated cause of action which proof is bolstered by plaintiff's testimonial affidavit. Since there is no genuine issue of material fact, summary judgment for plaintiff should be granted in the amount of \$2,293.28, plus the costs of this action.

Burton Neil & Associates, P.C.



By Brit J. Suttell, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

Burton Neil & Associates, P.C.
By: Brit J. Suttell, Esquire ID. NO. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff
v. : CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 08-2227-CD

RICHARD MCNALLY : CIVIL ACTION - LAW
Defendant

Certificate of Service

I, Brit J. Suttell, Esquire do hereby certify that I served a true and correct copy of the
within Motion for Summary Judgment, proposed Order and supporting Memorandum of Law on
defendant Richard McNally at his/her address of record via first class mail, postage prepaid on
the date set forth below.

Burton Neil & Associates, P.C.

Date: November 23, 2011

By 

Brit J. Suttell, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-16737

CA

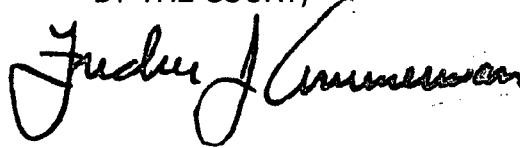
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

CITIBANK (SOUTH DAKOTA), N.A. * NO. 08-2227-CD
Plaintiff *
vs. *
RICHARD MCNALLY, *
Defendant *
*

ORDER

NOW, this 7th day of December, 2011, upon consideration of the Plaintiff's Motion for Summary Judgment; it is the ORDER of this Court that argument on said Motion be and is hereby scheduled for the **January 19, 2012 at 10:45 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
103:00 AM
DEC 07 2011
Scc Atty Sutell
William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 07 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/7/11

X On a day reasonable for serving all appropriate parties,

The Prothonotary's office has provided service to the following parties:
 - Jiff(s) Plaintiff(s) Attorney Other
 - Defendant(s) Attorney Other
 - Plaintiff(s) "actions:

FILED
on 11/50 a.m. 6E
DEC 1 9 2011
S 1cc A44y
William A. Shaw
Prothonotary/Clerk of Courts
6/C

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff

v. : CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 08-2227-CD

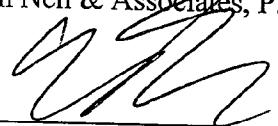
RICHARD MCNALLY : CIVIL ACTION - LAW
Defendant

Certificate of Service

I, Edward J. O'Brien, Esquire do hereby certify that I served a true and correct copy of the
within Order on Motion for Summary Judgment on *pro se* defendant, Richard McNally at his
address of record via first class mail, postage prepaid on the date set forth below.

Date: 12/14/11

Burton Neil & Associates, P.C.

By: 

Edward J. O'Brien, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-16737

COPY

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
: NO. 08-2227-CD

RICHARD McNALLY
Defendant : CIVIL ACTION - LAW

Order

AND NOW, this 19th day of January, 2012, plaintiff's motion for
summary judgment is GRANTED. It is hereby ORDERED that judgment is entered for plaintiff,
Citibank (South Dakota), N.A., and against defendant, Richard McNally, in the sum of
\$2,293.28, plus the costs of this action.

BY THE COURT:

J.,

9 **FILED** 300
1/19/2012 Ally O'Brien
William A. Shaw
Prothonotary/Clerk of Courts 64

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J : 13 2012

William A. Shaw
City Clerk/Clerk of Courts

DATE. 11.9.13

~~X_Y~~ are responsible for serving all community needs.

- The Procurator's Office has provided a service to the public since 1949.
- Prosecution → Attire → Other
- Defense → Attire
- Other

FILED
MILLER 20.00
FEB 01 2012

William A. Shaw
Prothonotary/Clerk of Court to Def.

616

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-695-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff
v. : CLEARFIELD COUNTY, PENNSYLVANIA
RICHARD MCNALLY : NO. 08-2227-CD
Defendant

: CIVIL ACTION - LAW

Praecipe for Entry of Judgment on Court Order

To the Prothonotary:

Enter judgment on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA), N.A., and against the defendant, RICHARD MCNALLY, as per the Court's Order dated January 19, 2012 and assess damages in the sum of \$2,293.28, plus the costs of this action.

Burton Neil & Associates, P.C.

By

Edward J. O'Brien, Esquire

And now, this 1st day of February, 2012, judgment is entered on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA), N.A. and against the defendant, RICHARD MCNALLY, in the sum of \$2,293.28.

Prothonotary of Clearfield County

Deputy

In making this communication, we advise that this office is a debt collector.
C-16737 / 316

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

CITIBANK (SOUTH DAKOTA), N.A. * NO. 08-2227-CD
Plaintiff *
vs. *
RICHARD MCNALLY, *
Defendant *
*
*
*

ORDER

NOW, this 7th day of December, 2011, upon consideration of the Plaintiff's Motion for Summary Judgment; it is the ORDER of this Court that argument on said Motion be and is hereby scheduled for the **January 19, 2012 at 10:45 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

DEC 07 2011

Attest.

William B. Ammerman
Prothonotary/
Clerk of Courts

COPY

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
: NO. 08-2227-CD

RICHARD MCNALLY
Defendant : CIVIL ACTION - LAW

Order

AND NOW, this 19th day of January, 2012, plaintiff's motion for
summary judgment is GRANTED. It is hereby ORDERED that judgment is entered for plaintiff,
Citibank (South Dakota), N.A., and against defendant, Richard McNally, in the sum of
\$2,293.28, plus the costs of this action.

BY THE COURT:

J.,

9 **FILED** 3cc
102-35704 J.A. 1/19/2012 Atty O'Brien
William A. Shaw
Prothonotary/Clerk of Courts 64

FILED

JUL 19 2012

William A. Shaw
Deputy Clerk of Courts

DATE 11/9/12

Y - are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to:

Plaintiff Attorney Other

Defendant Attorney Other

Person Other

FILED *Atty pd.
M. L. Lewellen
FEB 01 2012
1CC Notice*
William A. Shaw
Prothonotary/Clerk of Court to Def.

61C

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff
v. : CLEARFIELD COUNTY, PENNSYLVANIA
RICHARD MCNALLY : NO. 08-2227-CD
Defendant : CIVIL ACTION - LAW

Praecipe for Entry of Judgment on Court Order

To the Prothonotary:

Enter judgment on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA), N.A., and against the defendant, RICHARD MCNALLY, as per the Court's Order dated January 19, 2012 and assess damages in the sum of \$2,293.28, plus the costs of this action.

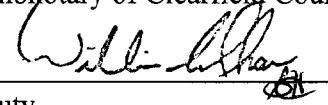
Burton Neil & Associates, P.C.

By


Edward J. O'Brien, Esquire

And now, this 1st day of February, 2012, judgment is entered on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA), N.A. and against the defendant, RICHARD MCNALLY, in the sum of \$2,293.28.

Prothonotary of Clearfield County


Deputy

In making this communication, we advise that this office is a debt collector.
C-16737 / 316

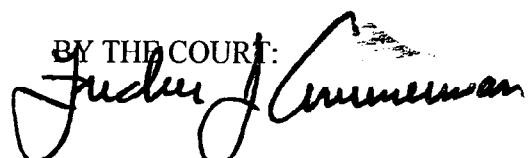
C-16751

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
: NO. 08-2227-CD

RICHARD MCNALLY
Defendant : CIVIL ACTION - LAW

Order

AND NOW, this 19th day of January, 2012, plaintiff's motion for
summary judgment is GRANTED. It is hereby ORDERED that judgment is entered for plaintiff,
Citibank (South Dakota), N.A., and against defendant, Richard McNally, in the sum of
\$2,293.28, plus the costs of this action.

BY THE COURT:


J.,

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

JAN 19 2012

Attest.


William C. Brown
Prothonotary/
Clerk of Courts

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
701 East 60th Street N
Sioux Falls, SD 57117

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

RICHARD MCNALLY
111 West Long Avenue Apt 2P
Du Bois PA 158012166

: NO. 08-2227-CD

Defendant

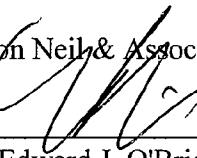
: CIVIL ACTION - LAW

**Certification of Address and
Affidavit of Non-Military**

Understanding that false statements herein are subject to penalty under 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities, I verify that:

1. The above are the precise last-known addresses of the judgment creditor and debtor.
2. Pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003 (SCRA) the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

Burton Neil & Associates, P.C.

By: 

Edward J. O'Brien, Esquire
Attorney for Plaintiff

In making this communication, we advise that this office is a debt collector.

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.

Plaintiff

v

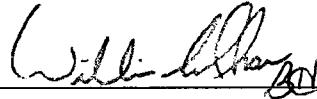
RICHARD MCNALLY
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 08-2227-CD
: CIVIL ACTION - LAW

Rule of Civil Procedure No. 236 (Revised)

Notice is given that a JUDGMENT in the above captioned matter has been entered
against you on 2/1/12.

Prothonotary of Clearfield County


Deputy

If you have any questions concerning the above, please contact:

Edward J. O'Brien, Esquire
Attorney for Party Filing
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Phone: 610-696-2120

In making this communication, we advise that this office is a debt collector.

FILED

FEB 06 2012

2-24-12
William A. Shaw
Prothonotary/Clerk of Courts

Burton Neil & Associates, P.C.
By: Edward J. O'Brien, Esquire ID. NO. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff

v.

RICHARD MCNALLY
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 08-2227-CD
: CIVIL ACTION - LAW

Certificate of Service

I, Edward J. O'Brien, Esquire, do hereby certify that I served a true and correct copy of the within Court's January 19, 2012 Order on *pro se* defendant, Richard McNally, at his address of record via first class mail, postage prepaid on the date set forth below.

Date: 1/24/12

Burton Neil & Associates, P.C.

By: EJ

Edward J. O'Brien, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-16737

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CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
: NO. 08-2227-CD

RICHARD MCNALLY
Defendant : CIVIL ACTION - LAW

Order

AND NOW, this 19th day of January, ²⁰¹² ~~2011~~, plaintiff's motion for summary judgment is GRANTED. It is hereby ORDERED that judgment is entered for plaintiff, Citibank (South Dakota), N.A., and against defendant, Richard McNally, in the sum of \$2,293.28, plus the costs of this action.

BY THE COURT:


J.,

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

JAN 19 2012

Attest.


William C. Ober
Prothonotary
Clerk of Courts

08-2228-CD
Asset Acceptance vs B. Schoening

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

460th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

08-2228-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT <i>Asset Acceptance, LLC</i>		MAG. DIST. NO. OR NAME OF D.J. <i>46-3-01</i>	
ADDRESS OF APPELLANT <i>P.O. Box 2636</i>		CITY <i>Warren</i>	STATE <i>PA</i>
DATE OF JUDGMENT <i>11/16/08</i>	IN THE CASE OF (Plaintiff) <i>Asset Acceptance, LLC</i>	ZIP CODE <i>48090</i>	
(Defendant) <i>Benjamin Schoening</i>		vs. <i>Benjamin Schoening</i>	
CLAIM NO. <i>CV 2008 465-08</i>	LT 20	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>[Handwritten Signature]</i>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p><i>[Handwritten Signature]</i></p>			
If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.			
Signature of Prothonotary or Deputy			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

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

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

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

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

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

Date: _____, 20 _____. _____

Signature of Prothonotary or Deputy

S
FILED Atty PD 95.00
 11/20/08
 NOV 19 2008 ICC:
 Atty Patchford
 William A. Shaw LM Def
 Prothonotary/Clerk of Courts MDJ Ford

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 20_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____ on _____, 20_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.
- and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 20_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20_____. _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____. _____

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

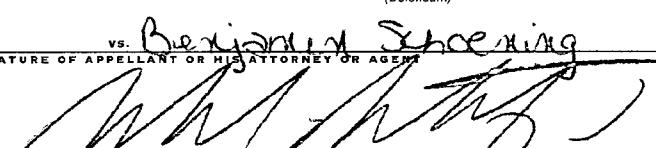
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

08-2228-CJ

NOTICE OF APPEAL

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

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
Asset Acceptance, LLC	46-3-01		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
P.O. Box 2636	Warren	PA	48090
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
11/16/08	Asset Acceptance, LLC	vs. Benjamin Scherking (Defendant)	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 2008 465-08 LT 20			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p><i>Signature of Prothonotary or Deputy</i></p>			
<p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

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

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

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

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

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

Date: _____, 20 ____.

Signature of Prothonotary or Deputy

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 20_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____ on _____, 20_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.
- and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 20_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20_____. _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____. _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: 309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA
Telephone: (814) 371-5321

15801

ATTORNEY FOR PLAINTIFF :

MICHAEL F. BATCHFORD
1729 PITTSTON AVENUE
SCRANTON, PA 18505

THIS IS TO NOTIFY YOU THAT:

Judgment: FOR DEFENDANT(Date of Judgment) 11/06/08

- Judgment was entered for: (Name) SCHONING, BENJAMIN
- Judgment was entered against: (Name) ASSET ACCEPTANCE LLC
In the amount of \$.00
- Defendants are jointly and severally liable.
- Damages will be assessed on Date & Time _____
- This case dismissed without prejudice.
- Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____
- Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$.00
Post Judgment Costs	\$.00
Certified Judgment Total	\$.00

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE. UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

11-6-08 Date Patrick N. Ford - PNF, Magisterial District Judge
I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
Date _____, Magisterial District Judge

My commission expires first Monday of January, 2012

AOPC 315-07

SEAL

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ASSET ACCEPTANCE LLC
PO Box 2036
Warren, MI 48090

CIVIL ACTION

Plaintiff :
vs.
:

BENJAMIN SCHOENING
1051 S BRADY ST
DU BOIS PA 15801-3405

Defendant :
:

NO: 08-2228-CD

S FILED
Mia. 06 Bn
NOV 19 2008

William A. Shaw
Prothonotary/Clerk of Courts
2 cc Amy Ratchford

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice to Defend are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ASSET ACCEPTANCE LLC :
PO Box 2036 : CIVIL ACTION
Warren, MI 48090 :

Plaintiff :

vs.

NO:

BENJAMIN SCHOENING
1051 S BRADY ST
DU BOIS PA 15801-3405

Defendant :

COMPLAINT

Plaintiff, ASSET ACCEPTANCE LLC , by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, ASSET ACCEPTANCE LLC , (hereinafter "Plaintiff") is a Michigan corporation with a principal place of business located at PO Box 2036 Warren, MI 48090.
2. The Defendant BENJAMIN SCHOENING (hereinafter "Defendant") is an adult individual residing at 1051 S BRADY ST DU BOIS PA 15801-3405.
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 CHASE with the account number 5260313060023596.
5. The within account was sold by CHASE to ASSET ACCEPTANCE, LLC for valuable consideration and all rights under said accounts were assigned to ASSET ACCEPTANCE, LLC. (See, Bill of Sale, Affidavit and Assignment attached hereto as Exhibit

"A.")

6. Use of the CHASE 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.

7. Defendant used the CHASE credit card account number 5260313060023596, 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 "B.")

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 October 3, 2005.

11. The principal amount was \$2,438.58 at the time it was received by Plaintiff.

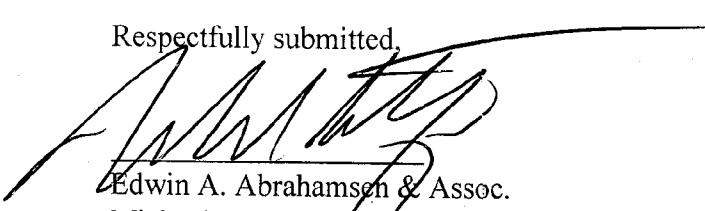
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 24.

13. The total amount due and owing the Plaintiff including interest, is \$6,415.42.

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

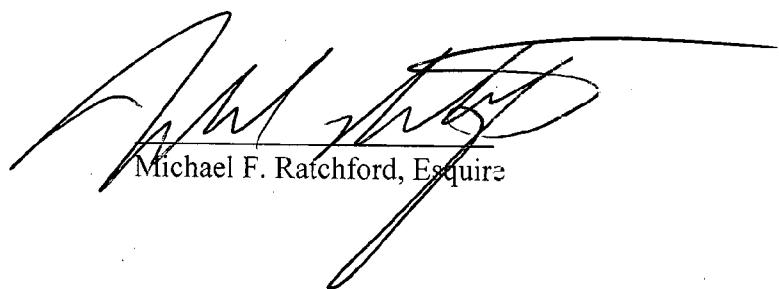
WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$6,415.42 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

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
hwoodruff@eaa-law.com

VERIFICATION

I, Michael F. Ratchford, attorney for Plaintiff, ASSET ACCEPTANCE 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

STATE OF MICHIGAN)
COUNTY OF MACOMB) ss
ASSET ACCEPTANCE, LLC)
Plaintiff,)
vs)
BENJAMIN SCHOENING)
Defendant,)
I, Judy Melasi being first duly sworn deposes and states:

AFFIDAVIT

That I am the Supervisor of ASSET ACCEPTANCE, LLC a Limited Liability company organized and existing under the laws of the State of Delaware and doing business at P.O. BOX 2041, WARREN, MI 48090.

That there is justly due and owing on the account, the sum of \$6017.64 representing the charged off amount and interest.

That the said account originally with /CHASE, account number 5260313060023596, has been purchased by ASSET ACCEPTANCE, LLC, who now owns said account and has all rights connected therewith including the right to institute this action.

That we have been unable to determine if the Defendant is in the military service of the United States of America. Further, we are unable to determine if the Defendant is entitled to rights and privileges provided under the Servicemembers Civil Relief Act.

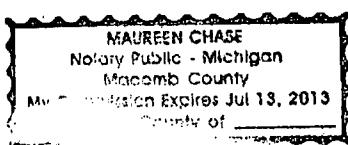
Dated this 06th day of June, 2008.

Judy Melasi

Supervisor

Subscribed and sworn to before me, a Notary Public for the State of Michigan, the 06th of June, 2008 as certified by my hand as set forth immediately below.

Maureen Chase
Notary Public



0900

16538670
1059 EDWIN A ABRAHAMS

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

16538670
1059 EDWIN A ABRAHAMS



ASSET ACCEPTANCE LLC
P.O. Box 2036
Warren, MI 48090

ACCOUNT NUMBER	CURRENT BALANCE
5260313060023596	\$6017.64
STATEMENT DATE	DUUE DATE
JUN 06 2008	DUE

BENJAMIN SCHOENING
1051 S BRADY ST
DU BOIS, PA 15801-3405

ACCOUNT NUMBER	DATE OF LAST PAYMENT
5260313060023596	10/03/05

DATE	REFERENCE NO	ACCOUNT INFORMATION	BALANCE DUE
JUN 06 2008	16538670	BALANCE DUE ASSET ACCEPTANCE LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, ASSIGNEE OF 5260313060023596 P.O. Box 2036, Warren, MI 48090	\$6017.64

DATE OF DELINQUENCY	PURCHASED ON	CHARGE OFF AMOUNT*	INTEREST RATE
05/28/01	02/04/04	\$2438.58	24.00%

SERVICE ADDRESS (IF APPLICABLE)	INTEREST DUE AS OF JUN 06 2008
	\$3579.06

*For purposes of this Statement only, Charge Off Amount reflects credits for payments received by Asset, if any.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

16538670
1059 EDWIN A ABRAHAMS

JM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

ASSET ACCEPTANCE LLC
1729 PITTSTON AVENUE
%EDWIN ABAHAMSEN & ASSOC
SCRANTON, PA 18505

NAME and ADDRESS

DEFENDANT:

SCHOENING, BENJAMIN
1051 SOUTH BRADY STR
D.O.B. 02/19/1974
DUBOIS, PA 15801

NAME and ADDRESS

Docket No.: **CV-0000405-08**
Date Filed: **9/08/08**



08-2228-CD
11/06/08

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT**

(Date of Judgment)

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

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE. UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

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FILED

012488N
NOV 26 2008

W.A. Shaw
Prothonotary/Clerk of Courts

11-6-08 Date *Patrick N. Ford - PWF*, Magisterial District Judge

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

Date _____, Magisterial District Judge

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

SEAL

AOPC 315-07

DATE PRINTED: **11/06/08 2:41:00 PM**

CIVIL COMPLAINT

COUNTY OF: CLEARFIELD

NAME and ADDRESS

PLAINTIFF:

Magisterial District Number: District Court 46-3-01

ASSET ACCEPTANCE LLC

MDJ Name: Hon. Patrick N. Ford

c/o Edwin A. Abrahamsen & Associates, P.C.

Address: 309 Maple Avenue PO Box 452

1729 Pittston Avenue

DuBois, PA 15801

Scranton, PA 18505

Telephone: 814/371-5321

VS.

NAME and ADDRESS

DEFENDANT:
BENJAMIN SCHOENING

1051 S BRADY ST

DU BOIS PA 15801-3405

Docket No. Q-405-08
Date Filed: 9-8-08

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>130.00</u>	<u>9/8/08</u>
POSTAGE	\$ _____	/ /
SERVICE COSTS	\$ _____	/ /
CONSTABLE ED.	\$ _____	/ /
TOTAL	\$ _____	/ /

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$6,169.97 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

The amount of \$6,169.97 (Account # 5260313060023596) is due and owed for credit granted by CHASE where the balance is in default since . This account has been assigned for collection by ASSET ACCEPTANCE LLC and ASSET ACCEPTANCE LLC is entitled to all rights, assignments and judgments. The Plaintiff respectfully requests that this court grant judgment in favor of plaintiff and against defendant in the amount of \$6,169.97 plus court costs and reasonable attorneys fees.

I, Michael F. Ratchford Esquire

verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: Michael F. Ratchford, Attorney ID#:86285

Address: 1729 Pittston Ave.

Telephone: 570- 558-5510

Scranton, PA 18505

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

AOPC 308a-05

ASSET ACCEPTANCE LLC

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

vs.

NO: 08-2228-CD

BENJAMIN SCHOENING
1051 S BRADY ST
DU BOIS PA 15801-3405

Praecipe to Withdraw the Appeal

Defendant

To the Prothonotary of CLEARFIELD County Pennsylvania:

Please enter the above Praecipe to Withdraw the Appeal.

FILED 1CC-
m/12/17cm Atty Ratchford
APR 13 2009

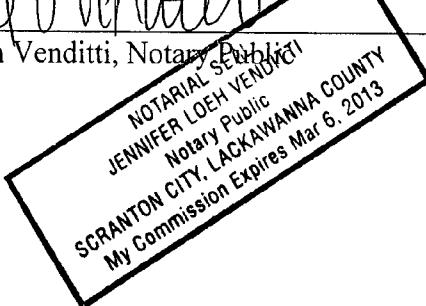
Thank you,

William A. Shaw
Prothonotary/Clerk of Courts

Michael F. Ratchford, Esquire
Edwin A. Abrahamson & Associates, P.C.
Lawyer ID # 86285

Sworn and subscribed before me on this 10th day of April 20 09

Jennifer Loeh Venditti, Notary Public



FILED

APR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

