

MAURICE H. PRESSLER (1930-2002)
SHELDON H. PRESSLER

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STEVEN P. McCABE

LAWRENCE J. McDERMOTT, JR.

MITCHELL L. WILLIAMSON
CHRISTOPHER P. ODOGBILI
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OFFICE HOURS:

Monday-Thursday: 8am-9pm

Friday: 8am-7pm

Saturday: 9am-2pm

FEBRUARY 14, 2011

DEPUTY CLERK OF THE SUPERIOR COURT, MORRIS COUNTY
SUPERIOR COURT, JUDICIAL RECORDS MANAGEMENT
MORRISTOWN NJ 079630910

Re: NEW CENTURY FINANCIAL SERVICES, INC. vs DAVID SHALER
Superior Court of New Jersey: Law Division
MORRIS County - Docket No. L-001265-10
P&P File Number S236794A

Dear Sir/Madam:

This office is in receipt of the Defendant's Motion for Summary Judgment. Enclosed please find the Plaintiff's Opposition to same.

Plaintiff respectfully requests that the Defendant's Motion be denied. Oral Argument is requested.

Respectfully submitted,

PRESSLER AND PRESSLER, LLP

s/Leslie L. Phiefer

Leslie L. Phiefer

LLP/EA
Enclosure

CC: PHILIP D. STERN, ESQ. ✓
PHILIP D. STERN & ASSOCIATES
697 VALLEY STREET SUITE 2-D
MAPLEWOOD, NJ 07040

PRESSLER AND PRESSLER, L.L.P.

COUNSELLORS AT LAW
7 Entin Rd.
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Attorney for Plaintiff

NEW CENTURY FINANCIAL SERVICES, INC.

Plaintiff

vs.
DAVID SHALER

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

DOCKET NO. L -001265-10

Civil Action
CERTIFICATION IN OPPOSITION
TO DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

Defendant

(ORAL ARGUMENT REQUESTED)

1. I am an attorney at law in the State of New Jersey associated with the law firm of Pressler and Pressler, LLP, attorneys for Plaintiff, and I am familiar with the facts of this case. I make this Certification in opposition to Defendant's Motion for Summary Judgment dated February 3, 2011 and currently returnable on March 4, 2011. Oral argument is hereby requested. This matter is scheduled for an Arbitration Hearing on March 17, 2011.
2. Discovery between the parties is now complete. Defendant's Motion contains a Certification to which is attached most of the discovery exchanged between the parties. Defendant asserts that Plaintiff "has failed to secure any admissible proof of the debt it sues upon." (**See Defendant's Brief, Procedural History, Page 2**). Plaintiff is mystified as to how and why Defendant relies on such a factually incorrect, conclusory statement as his "smoking gun." Defendant has completely missed the mark.
3. Defendant's counsel attempts to "wish away" the fact that Plaintiff's documentary evidence is admissible under the "business records exception" to the hearsay rule. N.J.R.E. 803(c)(6). All written discovery responses provided by Plaintiff have been certified to by Plaintiff's Client

Services Manager. All documentation submitted by Plaintiff with its discovery responses, including those marked as exhibits at the deposition taken by Defendant's counsel of Plaintiff's Client Services Manager, were "made in the regular course of business and it was the regular practice of that business to make it...." N.J.R.E. 803(c)(6). As such, those documents are admissible evidence and are not inadmissible hearsay pursuant to the "business records exception" to the hearsay rule. Defendant's counsel's dogged insistence that Plaintiff has no admissible evidence, and his even more ludicrous assertion that Plaintiff admitted it lacked evidence, is self-serving, baseless and blatantly false. This issue is obviously hotly-contested between the parties and clearly constitutes the "800 lb. gorilla in the room" type of genuine issue of material fact that renders Summary Judgment inappropriate under both the facts and the law.

4. Another contested issue of material fact is whether Plaintiff actually owns Defendant's defaulted credit card debt. Yes, Plaintiff owns the debt. Plaintiff is a debt buyer that purchases large "pools" of defaulted credit card debt. Essentially, it is a sale of intangible assets. The conveyance occurs by Bill of Sale to the Plaintiff from the current owner of a pool of charged-off receivables, also called "Charged-Off Accounts." Attached to the Bill of Sale is an electronically transmitted Microsoft Excel spreadsheet. That spreadsheet contains the pertinent details of each debtor's charged-off account; i.e., the name of the original creditor; the credit card account number; origination date of the account; date of last payment; date of charge-off; the principal amount due at time of charge-off, the amount of accrued interest thereon, and the current balance due. More importantly, the spreadsheet also contains personal information about the debtor, including the debtor's full name, address, home telephone number, social security number; and the name and social security number of Debtor's spouse, if any. (**See Exhibit A annexed hereto**).
5. Defendant claims that there is no connection between the above-mentioned sale and Mr. Shaler's debt. Yes, there is a connection. Mr. Shaler's charged-off credit card account was included in the

Excel spreadsheet provided to Plaintiff when it purchased the “pool” of charged-off credit card debt. David Shaler’s personal information and all the specific information concerning his defaulted credit card is listed on that spreadsheet, together with the personal information and details regarding the defaulted credit cards of all the other debtors whose debts were conveyed in the “pool” of accounts. For privacy reasons, the only debtor’s information included in the Excel spreadsheet attached to Exhibit A is that of Mr. Shaler.

6. Another disputed issue of material facts arises from Defendant’s sweeping statement that “[p]laintiff cannot prove that its predecessor owned the account attributed to Mr. Shaler.” (see **Defendant’s Brief, Page 4, Parag. 8**). Yes, Plaintiff can prove that Sherman owned Mr. Shaler’s account. In fact, Plaintiff has already done so during discovery. Counsel is reaching and his self-serving statement is so devoid of substance it is practically invisible. Sherman bought a pool of debts containing the one owed by Mr. Shaler from the original creditor, Citibank. Sherman later sold that pool of debts to Plaintiff. It is completely irrelevant that “[p]laintiff has not obtained any information about Mr. Shaler’s account from anyone other than Sherman.” (See **Defendant’s Brief, Page 4, Parag. 11, citing Galic Dep. 35-20**). Plaintiff obtained all the necessary information about Mr. Shaler’s account, including credit card statements, from the debt’s owner, Sherman.
7. As mentioned above, Plaintiff has copies of several months of credit card statements sent by Citibank to David Shaler at his address of 9 Coursen Way, Madison, NJ 07940. (**Exhibit B annexed hereto**). These statements were “made in the regular course of business and it was the regular practice of that business to make it.....” N.J.R.E. 803(c)(6). These credit card statements are admissible under the business records exception to the hearsay rule. Defendant engages in “wishful thinking” by arguing otherwise.

8. Those credit card statements, which include statements sent to David Shaler from September 2005 through October 2006, reveal charges as well as payments made on the account by Mr. Shaler. The last statement sent by Citibank to Mr. Shaler before the account's charge-off was dated 10/20/06 and the balance indicated thereon is \$17,931.32. That very same amount is the principal balance sued for by Plaintiff in its Complaint. Certainly, Defendant wishes the statements were inadmissible because they clearly prove Defendant's liability. However, it is black letter law that the statements are admissible evidence and Defendant must face the truth: The statements document the fact that Defendant owes this debt to Plaintiff.
9. This credit card account was opened by Defendant in 1994. In light of Plaintiff's overwhelming evidence against him, Defendant claims that he developed Alzheimer's Disease sometime in 2006 and, therefore, has no memory of this debt. However, conspicuous by their absence are the following: (a) an expert's report; (b) a doctor's report or letter; (c) medical records; (d) a written Power of Attorney; or (e) any other written documentation at all to support Defendant's "memory loss" defense. While providing absolutely no written documentation to corroborate his client's "memory loss" defense, Defendant's counsel jumps to the conclusion that Mr. Shaler is somehow absolved from his obligation to pay his defaulted and charged-off credit card debt now owned by Plaintiff. Kudos for bravery, but Defendant's counsel make this huge leap without a net and his defense falls flat on its face.
10. More specifically, in Defendant's certified responses to Plaintiff's Supplemental Interrogatories (**Exhibit C**), he claims to have been medically evaluated for Alzheimer's Disease sometime in 2006, yet "is unaware of any written report" to corroborate said assertion. (**See Exhibit C, response to 1(d)**). Defendant has never had a Guardian appointed for him (**Exhibit C, responses to #3(a), (b) & (c)**). Additionally, although Defendant's wife, Kaye Shaler, manages Defendant's

finances at present, which includes reviewing Defendant's incoming bills and processing the payment of said bills (**Exhibit C, responses to #4(a) and (b)**), she does not do so under a written Power of Attorney (**Exhibit C, response to #4(c)**).

11. Interestingly, Defendant's alleged memory loss comes and goes at whim. Specifically, Defendant claims that at present, and for the past 4 years, his wife Kaye "exclusively" reviews and processes his bills for payment. (**Exhibit C, responses to #7 and #8**). Defendant then proceeds to contradict himself by stating that "[c]urrently, Kaye discusses the bills and their payments [with Defendant] during those times when David is more lucid." (**Exhibit C, response to #9**).
12. Defendant's responses to Plaintiff's Supplemental Interrogatories raise more questions than they answer. Although Defendant argues otherwise, the simple fact is that whether or not Mr. Shaler began suffering from periodic lapses of memory in 2006, it has absolutely no bearing on whether or not he owes this debt.
13. Based on the foregoing, it is abundantly clear that numerous genuine issues of material fact exist in this matter. Accordingly, Plaintiff respectfully requests that the Court deny Defendant's Motion for Summary Judgment, and requests oral argument on the Motion.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

PRESSLER AND PRESSLER, LLP
Attorneys for Plaintiff

s/Leslie L. Phiefer

By: _____
Leslie L. Phiefer

Dated: February 14, 2011

EXHIBIT A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of June 26, 2007, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Sherman Originator, LLC, a Delaware corporation, located c/o Sherman Capital Markets LLC at 200 Meeting Street, Suite 206, Charleston, SC 29401 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated June 26, 2007, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Section 1.2 of the Agreement.

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

Citibank (South Dakota), N.A.

By: _____
(Signature)

Name: Douglas C. Morrison

Title: Vice President & CFO

Sherman Originator LLC

By: Carin M Schuck
(Signature)

Name: Carin M Schuck

Title: Anthony Squatry

AFFIDAVIT AND ASSIGNMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Jon Mazzoli, being duly sworn, deposes and says:

1. I am the **Director** for Sherman Financial Group, LLC, and am authorized to make this affidavit on behalf of Sherman Financial Group, LLC.
2. Sherman Acquisition, LLC, LVNV Funding, LLC and Sherman Originator, LLC are subsidiaries under Sherman Financial Group, LLC.

Sherman Financial Group, LLC

By: _____

Jon Mazzoli
Director

On **April 24, 2008**, before me personally appeared **Jon Mazzoli**, who, being sworn stated he/she was authorized on behalf of Sherman Financial Group, LLC to execute the within affidavit.

Notary Public

My Commission Expires
February 1, 2015

EXHIBIT 1
BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Sherman Acquisition LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, assign, sell, transfer, convey, and set over to New Century Financial Services, Inc. ("Assignee"), its successors and assigns, all rights, title and interest in and to certain charged-off receivables (the "Charged-off Accounts"), related documents evidencing a security interest in favor of Assignor, liens or other security instruments or encumbrances executed in favor of Assignor, filed and/or created in conjunction with collateral securing the Charged-off Accounts. Such Charged-off Accounts are described in the attached Appendix A and referred to as Charged-off Accounts in the Purchase and Sale Agreement between Assignor and Assignee and dated July 29, 2009.

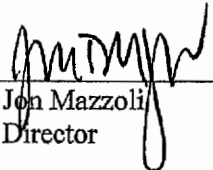
This Assignment is made without recourse or warranty except as otherwise provided in the Agreement executed by Assignor and Assignee with regard to the Charged-off Accounts and other rights, privileges and documentation referred to herein.

Dated this 5th August day of ~~July~~, 2009

WITNESS


Erin Holaday
Associate

SHERMAN ACQUISITION LLC

By: 
Jon Mazzoli
Director

AcctID	PortfolioID	Merchant	AccountNumber	SSN	DateOfBirth	Prefix	BrwrFirstName	BrwrLastName	Suffix
267578770	7952	Citibank	4128003197568408	[REDACTED] 576			David	Shaler	

BrwrAddr1	BrwrAddr2	City	State	Zip	Zip4	HomePhone	WorkPhone	WirelessPhone	OtherPhone	EmpName
9 COURSEN WAY		MADISON	NJ	07940		9738220571				

EmpAddress	CoSSN	CoDateOfBirth	CoPrefix	CoFirstName	CoLastName	CoSuffix	CoAddress	CoAddress2	CoCity	CoState
	#11			Kaye	Shaler		9 COURSEN WAY		MADISON	NJ

CoZip	CoZip4	CoHomePhone	CoWorkPhone	CoWirelessPhone	CoOtherPhone	CoBrwrEmpName	CoBrwrEmpAddress
07940							

OriginationDate	LastPmtDate	ChgOffDate	ChgOffBalance	PrincipalBalance	InterestBalance	OtherBalance	CurrBalance
09/01/1994	07/03/2006	11/17/2006		\$17,931.32	\$4,801.63	\$0.00	\$22,732.95

EXHIBIT B

12/12/06 \$18380.13 \$18380.13 SITE:KC-CL TM:CO-5000 ACID:ROB0776
 10/13/09 22:13:43

DAVID SHALER
 ATTNY ACCOUNT-CODE=NGB5
 MADISON NJ
 07940-2801000

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

Citi® Platinum Select® Card



Account Number
 4128 0031 9756 8408

Customer Service:
 1-800-950-5114

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$15780	\$0	\$6600	\$0	\$18380.13
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
11/17/2006	\$2600.13	\$4435.91	\$631.81	\$18380.13

Sale Date	Past Date	Reference Number	Activity Since Last Statement	Amount
11/17			Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	171.96 70000000000
11/17			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	276.85 70000000000

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,870.26	\$0.00	\$0.00	\$171.96	\$7,042.22
ADVANCES	\$11,061.06	\$0.00	\$0.00	\$276.85	\$11,337.91
TOTAL	\$17,931.32	\$0.00	\$0.00	\$448.81	\$18,380.13

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$6,952.82	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$11,193.97	0.08833%(D)	32.240%	32.240%

Days This Billing Period: 28

11/13/06 \$17931.32 \$17931.32

SITE:KC-CL TM:CO-5000 ACID:ROB0776
01/15/10 21:50:22:

PREVIOUS BALANCE NEW BALANCE AMT. PAID

DAVID SHALER
9 COURSEN WAY
MADISON
07940-2801000

NJ

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

Citi® Platinum Select® Card



Account Number
4128 0031 9756 8408

Customer Service:

1-800-950-5114	Total Credit Line \$15780	Available Credit Line \$0	Cash Advance Limit \$6600	Available Cash Limit \$0	New Balance \$17931.32
BOX 6500	Statement/ Closing Date 10/20/2006	Amount Over Credit Line \$2151.32	Past Due \$3750.21	Purch/Adv Minimum Due \$685.70	Minimum Amount Due \$17931.32
STIOUX FALLS, SD 57117					

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	10/20		Standard Purch LATE FEE - SEP PAYMENT PAST DUE 66 0000 0	39.00 70000000000
	10/20		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	178.57 70000000000
	10/20		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	289.13 70000000000

Your late fee was based on your account balance as of the payment due date (10/16/06), which was \$17,424.62.

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

Our records show home phone 973-822-0571 and business phone 000-000-0000. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,652.69	\$39.00	\$0.00	\$178.57	\$6,870.26
ADVANCES	\$10,771.93	\$0.00	\$0.00	\$289.13	\$11,061.06
TOTAL	\$17,424.62	\$39.00	\$0.00	\$467.70	\$17,931.32

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$6,738.60	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$10,911.04	0.08833%(D)	32.240%	32.240%

10/16/06 \$17424.62 \$17424.62 SITE:KC-CL TM:CO-5000 ACID:ROB0776
 01/15/10 21:50:22

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Card



Account Number
 4128 0031 9756 8408

Customer Service:
 1-800-950-5114

BOX 6500 SIOUX FALLS, SD 57117	Total Credit Line \$15780	Available Credit Line \$0	Cash Advance Limit \$6600	Available Cash Limit \$0	New Balance \$17424.62
Statement/ Closing Date 09/20/2006	Amount Over Credit Line \$1644.62	Past Due \$3084.68	Purch/Adv Minimum Due \$665.53	Minimum Amount Due \$17424.62	

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	9/20		Standard Purch LATE FEE - AUG PAYMENT PAST DUE 66 0000 0	39.00 70000000000
	9/20		OVER CREDIT LIMIT FEE 62 0000 0	35.00 70000000000
	9/20		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	171.96 70000000000
	9/20		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	281.57 70000000000

Your late fee was based on your account balance as of the payment due date (09/18/06), which was \$16,897.09.

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,406.73	\$74.00	\$0.00	\$171.96	\$6,652.69
ADVANCES	\$10,490.36	\$0.00	\$0.00	\$281.57	\$10,771.93
TOTAL	\$16,897.09	\$74.00	\$0.00	\$453.53	\$17,424.62

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$6,489.47	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$10,625.83	0.08833%(D)	32.240%	32.240%

09/18/06 \$16897.09 \$16897.09
 PAY DUE DATE NEW BALANCE MIN AMT DUE

SITE:KC-CL TM:CO-5000 ACID:ROB0776
 01/15/10 21:50:22

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Card



Account Number
 4128 0031 9756 8408

Customer Service:

1-800-950-5114
 BOX 6500
 SIOUX FALLS, SD
 57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$15780	\$0	\$6600	\$0	\$16897.09
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
08/21/2006	\$1117.09	\$2409.02	\$675.66	\$16897.09

Sett Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	8/21		Standard Purch LATE FEE - JUL PAYMENT PAST DUE 66 0000 0	39.00 70000000000
	8/21		OVER CREDIT LIMIT FEE 62 0000 0	35.00 70000000000
	8/21		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	176.42 70000000000
	8/21		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	292.24 70000000000

Your late fee was based on your account balance as of the payment due date (08/15/06), which was \$16,354.43.

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,156.31	\$74.00	\$0.00	\$176.42	\$6,406.73
ADVANCES	\$10,198.12	\$0.00	\$0.00	\$292.24	\$10,490.36
TOTAL	\$16,354.43	\$74.00	\$0.00	\$468.66	\$16,897.09

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$6,241.35	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$10,338.99	0.08833%(D)	32.240%	32.240%

08/15/06 \$16354.43 \$2983.45

SITE:KC-CL TM:CO-5000 ACID:ROB0776
10/13/09 22:13:43:

PREVIOUS BALANCE NEW BALANCE MIN AMT DUE

DAVID SHALER
9 COURSEN WAY
MADISON
07940-2801000

NJ

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

Citi® Platinum Select® Card



Account Number
4128 0031 9756 8408

Customer Service:

1-800-950-5114	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6500	\$15780	\$0	\$6600	\$0	\$16354.43
SIOUX FALLS, SD	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
57117	07/20/2006	\$574.43 +	\$1781.20 +	\$627.82 =	\$2983.45

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	7/03	81901352	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0 0	-25.00 70000000000
	7/20		Standard Purch MEMBERSHIP FEE JUL 06-JUN 07 74 0000 0	0.00 70000000000
	7/20		LATE FEE - JUN PAYMENT PAST DUE 66 0000 0	39.00 70000000000
	7/20		OVER CREDIT LIMIT FEE 62 0000 0	35.00 70000000000
	7/20		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	159.25 70000000000
	7/20		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	266.57 70000000000

****Citi Card ThankYou Points Summary****

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0
Total ThankYou Points Earned	Year to Date Activity	0

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Your account balance is over the credit line. In order to continue earning ThankYou Points with your card, you must bring your account balance under the credit line now. If you have not already done so, please pay the Minimum Amount Due.

Your late fee was based on your account balance as of the payment due date (07/17/06), which was \$15,854.61.

Please see enclosed privacy notice for important information.

DAVID SHALER

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,948.06	\$74.00	\$25.00	\$159.25	\$6,156.31
ADVANCES	\$9,931.55	\$0.00	\$0.00	\$266.57	\$10,198.12
TOTAL	\$15,879.61	\$74.00	\$25.00	\$425.82	\$16,354.43

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$6,009.76	0.08833%(D)	32.240%	32.240%
ADVANCES				
Standard Adv	\$10,059.81	0.08833%(D)	32.240%	32.240%

07/17/06 \$15879.61 \$1905.81
 STATEMENT DATE NEW BALANCE NEW AMOUNT DUE

SITE:KC-CL TM:CO-5000 ACID:ROB0776
 10/13/09 22:13:43

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Card



Account Number
 4128 0031 9756 8408

Customer Service:

1-800-950-5114

BOX 6500

SIOUX FALLS, SD

57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$15780	\$0	\$6600	\$0	\$15879.61
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
06/20/2006	\$99.61 +	\$1157.82 +	\$648.38 =	\$1905.81

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	6/20		Standard Purch LATE FEE - MAY PAYMENT PAST DUE	39.00
	6/20		66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	70000000000 168.38
	6/20		84 0000 Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	70000000000 283.00
			84 0000	70000000000

****Citi Card ThankYou Points Summary****

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0
Total ThankYou Points Earned	Year to Date Activity	0

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Since your account is past due, your credit privileges have been suspended. In order to continue earning ThankYou Points with your card, please pay the Minimum Amount Due. If your payment has already been sent, we appreciate it.

Your late fee was based on your account balance as of the payment due date (06/13/06), which was \$15,389.23.

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	\$5,740.68	\$39.00	\$0.00	\$168.38	\$5,948.06
ADVANCES	\$9,648.55	\$0.00	\$0.00	\$283.00	\$9,931.55
TOTAL	\$15,389.23	\$39.00	\$0.00	\$451.38	\$15,879.61

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,821.91	0.08764%(D)	31.990%	31.990%
ADVANCES Standard Adv	\$9,785.08	0.08764%(D)	31.990%	31.990%

06/13/06 \$15389.23 \$1157.82 SITE:KC-CL TM:CO-5000 ACID:ROB0776
 01/15/10 21:50:22:

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Card



Account Number
 4128 0031 9756 8408

Customer Service:

1-800-950-5114	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
	\$20100	\$4710	\$6600	\$0	\$15389.23
BOX 6500	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
SIoux FALLS, SD 57117	05/18/2006	\$0.00 +	\$576.23 +	\$581.59 =	\$1157.82

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	5/01	86420148	PAYMENT THANK YOU 70 0000 0 0	-473.85 70000000000
	5/18		Standard Purch LATE FEE - APR PAYMENT PAST DUE 66 0000 0	39.00 70000000000
	5/18		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	145.41 70000000000
	5/18		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	244.18 70000000000

****Citi Card ThankYou Points Summary****

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0
Total ThankYou Points Earned	Year to Date Activity	0

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Your account is past due. In order to continue earning ThankYou Points with your card, please send the Minimum Amount Due. If your payment has already been sent, we appreciate it.

Your late fee was based on your account balance as of the payment due date (05/15/06), which was \$14,960.64.

SAVE TIME. SAVE PAPER. You'll have instant access to your statement online, without that pile of paper. Get an email notice when your statement is ready. Register at citicards.com and choose Manage My Account.

DAVID SHALER

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,805.39	\$39.00	\$249.12	\$145.41	\$5,740.68
ADVANCES	\$9,629.10	\$0.00	\$224.73	\$244.18	\$9,648.55
TOTAL	\$15,434.49	\$39.00	\$473.85	\$389.59	\$15,389.23

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,721.40	0.08764%(D)	31.990%	31.990%
ADVANCES Standard Adv	\$9,607.65	0.08764%(D)	31.990%	31.990%

05/15/06 \$15434.49 \$1050.08
 PAID DUE DATE NEW BALANCE

SITE:KC-CL TM:CO-5000 ACID:ROB0776
 01/15/10 21:50:22:

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Card



Account Number
 4128 0031 9756 8408

Customer Service:

1-800-950-5114

BOX 6500
 SIOUX FALLS, SD
 57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$20100	\$4665	\$6600	\$0	\$15434.49
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
04/19/2006	\$0.00 +	\$473.85 +	\$576.23 =	\$1050.08

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	4/19		Standard Purch LATE FEE - MAR PAYMENT PAST DUE	39.00
	4/19		66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	70000000000 143.54
	4/19		84 0000 Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE	70000000000 239.69

****Citi Card ThankYou Points Summary****

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0
Total ThankYou Points Earned	Year to Date Activity	0

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Your account is past due. In order to continue earning ThankYou Points with your card, please send the Minimum Amount Due. If your payment has already been sent, we appreciate it.

Your late fee was based on your account balance as of the payment due date (04/17/06), which was \$15,012.26.

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

Our records show home phone 973-822-0571 and business phone 000-000-0000. Please update coupon if incorrect.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 5pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

Life happens. But bills like this don't have to. Safeguard this account with Credit Protector! It gives you some financial breathing room when life changing events interrupt your income or stress your budget. To enroll, call 1-888-863-8407.

DAVID SHALER

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o clija su idioma de preferencia en www.tarjetasciti.com, modificando su Perfil Personal en la seccion Administrar mi Cuenta.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,622.85	\$39.00	\$0.00	\$143.54	\$5,805.39
ADVANCES	\$9,389.41	\$0.00	\$0.00	\$239.69	\$9,629.10
TOTAL	\$15,012.26	\$39.00	\$0.00	\$383.23	\$15,434.49

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,691.84	0.08696%(D)	31.740%	31.740%
ADVANCES				
Standard Adv	\$9,504.62	0.08696%(D)	31.740%	31.740%

04/17/06 \$15012.26 \$473.85 SITE:KC-CL TM:CO-5000 ACID:ROB0776
 01/15/10 21:50:22

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Appreciation Plus™



Account Number
 4128 0031 9756 8408

Customer Service:
 1-800-335-4112
 BOX 6500
 SIOUX FALLS, SD
 57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$20100	\$5087	\$6600	\$0	\$15012.26
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
03/21/2006	\$0.00 +	\$0.00 +	\$473.85 =	\$473.85

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/20	88137084	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0 0	-409.71 70000000000
	3/21		Standard Purch LATE FEE - FEB PAYMENT PAST DUE 66 0000 0	39.00 70000000000
	3/21		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	97.92 70000000000
	3/21		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	186.93 70000000000

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

Your late fee was based on your account balance as of the payment due date (03/15/06), which was \$15,098.12.

OPT FOR PAPERLESS STATEMENTS! Get an email notice when your statement is ready- see it instantly. ENROLL NOW AND GET A \$5 STATEMENT CREDIT. Sign-up for helpful alerts to remind you when your payment is due. Go to citicards.com

DAVID SHALER

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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MANAGE YOUR ACCOUNT ONLINE-FREE, EASY & SECURE! View your statement, recent purchases, and balance; pay your bill and sign-up for customized email alerts about your account. Do all this and more! Register at citicards.com

Life happens. But bills like this don't have to. Safeguard this account with Credit Protector! It gives you some financial breathing room when life changing events interrupt your income or stress your budget. To enroll, call 1-866-818-3439.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,696.18	\$39.00	\$210.25	\$97.92	\$5,622.85
ADVANCES	\$9,401.94	\$0.00	\$199.46	\$186.93	\$9,389.41
TOTAL	\$15,098.12	\$39.00	\$409.71	\$284.85	\$15,012.26

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,730.44	0.05340%(D)	19.490%	19.490%
ADVANCES				
Standard Adv	\$9,479.82	0.06162%(D)	22.490%	22.490%

03/15/06 \$15098.12 \$409.71 SITE:KC-CL TM:CO-5000 ACID:ROB0776
 01/15/10 21:50:22

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Appreciation Plus™



Account Number
 4128 0031 9756 8408

Customer Service:
 1-800-335-4112

BOX 6500
 SIOUX FALLS, SD
 57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$20100	\$5001	\$6600	\$0	\$15098.12
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
02/17/2006	\$0.00 +	\$0.00 +	\$409.71 =	\$409.71

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/13	34640330	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0 0	-419.49 70000000000
	2/17		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	90.25 70000000000
	2/17		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	169.46 70000000000

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****Citi Card ThankYou Points Summary****

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

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Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

DAVID SHALER

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,821.34	\$0.00	\$215.41	\$90.25	\$5,696.18
ADVANCES	\$9,436.56	\$0.00	\$204.08	\$169.46	\$9,401.94
TOTAL	\$15,257.90	\$0.00	\$419.49	\$259.71	\$15,098.12

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,827.89	0.05340%(D)	19.490%	19.490%
ADVANCES				
Standard Adv	\$9,483.19	0.06162%(D)	22.490%	22.490%

02/13/06 \$15257.90 \$419.49 SITE:KC-CL TM:CO-5000 ACID:ROB0776
 01/15/10 21:50:22

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

NJ

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

Citi® Platinum Select® Appreciation Plus™



Account Number
 4128 0031 9756 8408

Customer Service:

1-800-335-4112

BOX 6500
 SIOUX FALLS, SD
 57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$20100	\$4842	\$6600	\$0	\$15257.90
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
01/19/2006	\$0.00 +	\$0.00 +	\$419.49 =	\$419.49

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/11	34395322	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0 0	-448.19 70000000000
	1/19		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE. 84 0000 0	93.81 70000000000
	1/19		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	173.68 70000000000

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****Citi Card ThankYou Points Summary****

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0

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Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

DAVID SHALER

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,954.75	\$0.00	\$227.22	\$93.81	\$5,821.34
ADVANCES	\$9,483.85	\$0.00	\$220.97	\$173.68	\$9,436.56
TOTAL	\$15,438.60	\$0.00	\$448.19	\$267.49	\$15,257.90

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$5,932.18	0.05271%(0)	19.240%	19.240%
ADVANCES				
Standard Adv	\$9,501.66	0.06093%(0)	22.240%	22.240%

01/16/06 \$15438.60 \$448.19 SITE:KC-CL TM:CO-5000 ACID:RO80776
 01/15/10 21:50:22

DAVID SHALER
 9 COURSEN WAY
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 P.O. BOX 182564
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 43218-2564

Citi® Platinum Select® Appreciation Plus™



Account Number
 4128 0031 9756 8408

Customer Service:

1-800-335-4112
 BOX 6500
 SIOUX FALLS, SD
 57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$20100	\$4661	\$6600	\$0	\$15438.60
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
12/20/2005	\$0.00 +	\$0.00 +	\$448.19 =	\$448.19

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	11/30	32146180	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0 0	-414.56 70000000000
	12/20		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	104.02 70000000000
	12/20		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	190.17 70000000000

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.

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

******Citi Card ThankYou Points Summary******

Base Points Earned	Activity This Period	0
Total ThankYou Points Earned This Period		0
Points Transferred to Your ThankYou Network Member Account		0
Total Base Points Earned	Lifetime Activity	5,014
Total ThankYou Points Earned		5,014

Go to thankyouredemptions.com to review your ThankYou Point balance and redeem!

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

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Don't forget! Your Citi Card is the card that rewards you for all of your everyday purchases with ThankYou Points. Why use a card that doesn't give something back? Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

HAPPY HOLIDAYS FROM ALL OF US AT CITI! We'd like to take a moment to thank you for being a Citi Card member and let you know that we appreciate your business. Warmest wishes for the upcoming year.

DAVID SHALER

Statement Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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The VIP Desk Concierge Service feature will be discontinued as of December 31, 2005.

ThankYou Points(R) are transferred from your Card Account into your ThankYou(SM) Member Account at the close of each billing cycle. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

KEEP TRACK OF YOUR HOLIDAY SPENDING! Stay on top of your purchases and available credit on your Citi credit card this holiday season. Sign-on at citicards.com today and view your account summary anytime, anywhere.

PURCHASE YOUR NEW RELOADABLE Citi Prepaid MasterCard! Use it for weekly or monthly expenses, allowances or for family far away. Visit www.citi.greendotonline.com or call 1-800-619-0901. Mention offer #3265.

Life happens. But bills like this don't have to. Safeguard this account with Credit Protector! It gives you some financial breathing room when life-changing events interrupt your income or stress your budget. To enroll, call 1-866-556-1633.

Your Citi(R) Platinum Select(R) Card comes with ThankYou Network(R), a no-fee rewards program that lets you get ThankYou Points(R) for the things you buy everyday! You can redeem points for a wide variety of rewards you'll really want.

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la seccion Administrar mi Cuenta.

Pay your Citi credit card bill online anytime. It's easy, secure and free. Plus, you can schedule payments in advance or pay by 1pm EST to post the same business day! Sign-on to citicards.com and select Make a Payment.

Never Put Your Credit Card Number Online Again. Virtual Account Numbers gives you a random number to use in place of your Citi Card number for every online purchase -- it's easier than ever -- and free. Go to www.virtualaccountnumbers.citicards.com

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,067.72	\$0.00	\$216.99	\$104.02	\$5,954.75
ADVANCES	\$9,491.25	\$0.00	\$197.57	\$190.17	\$9,483.85
TOTAL	\$15,558.97	\$0.00	\$414.56	\$294.19	\$15,438.60

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,980.36	0.05271%(0)	19.240%	19.240%
ADVANCES Standard Adv	\$9,457.87	0.06093%(D)	22.240%	22.240%

10/17/05 \$15905.56 \$449.15 SITE:KC-CL TM:CO-5000 ACID:ROB0776
 02/12/10 22:22:45

DAVID SHALER
 9 COURSEN WAY
 MADISON
 07940-2801000

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Citi® Platinum Select® Appreciation Plus™



Account Number
 4128 0031 9756 8408

Customer Service:

1-800-335-4112
 BOX 6500
 SIOUX FALLS, SD
 57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$20100	\$4194	\$6600	\$0	\$15905.56
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
09/20/2005	\$0.00 +	\$0.00 +	\$449.15 =	\$449.15

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	8/25	30301044	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0 0	-333.00
8/17	8/19	0H28G5DT	Standard Purch TRADER JOE'S #00006049 FLORHAM PARK NJ 61 Q5411US 4E 0	43.30 24164075230
8/18	8/19	M8SC7XY2	MAIN STREET SUBMARINES MADISON NJ 61 Q5812US AE 0	12.56 24158135231
8/18	8/19	51291X*7	GETTY 56877001 GREEN VILLAGENJ 61 Q5541US AE 0	32.00 24341325231
8/18	8/19	F8QG9V30	SHOP RITE #284 CHATHAM NJ 61 Q5411US 4E 0	45.82 24610435230
8/20	8/20	PJPSRHYL	CUB FOODS SAVAGE SAVAGE MN 61 Q5411US 4E 0	7.91 24455015232
8/22	8/22	818BMZC6	CVS PHARMACY #0203 Q03 CHATHAM NJ 61 Q5912US AE 0	5.39 24445005235
8/22	8/22	1WT*DV30	SHOP RITE #284 CHATHAM NJ 61 Q5411US 4E 0	39.29 24610435235
	9/20		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	105.36 70000000000
	9/20		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	184.79 70000000000

Introducing ThankYou Merchants(SM), a new benefit of ThankYou Network(SM). Get 1 to 10 bonus ThankYou Points(SM) per \$1 spent at 200+ participating merchants. For more details on how to register, please log in at www.thankyouredemptions.com.

****ThankYou Points Summary****
 Previous Statement Point Total 4,828
 Base Points Earned 186
 Total Points Earned This Period 186
 Total ThankYou Points Available 5,014
 Lifetime ThankYou Points Earned 5,014

Bonus Points may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Log on to www.thankyouredemptions.com where rewarding yourself has never been easier. You can review your ThankYou Points balance, browse through the full redemptions collection, and redeem online!

Name-brand merchandise, retail and dining gift cards, statement credits... These are all options in the ThankYou Redemptions Network rewards collection! Visit www.thankyouredemptions.com or call 1-877-7-REDEEM for more information!

DAVID SHALER

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Want to receive your billing statement in Spanish? Prefiero recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.citicards.com, modificando su Perfil Personal en la seccion Administrar mi Cuenta.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$6,194.01	\$186.27	\$152.75	\$105.36	\$6,332.89
ADVANCES	\$9,568.13	\$0.00	\$180.25	\$184.79	\$9,572.67
TOTAL	\$15,762.14	\$186.27	\$333.00	\$290.15	\$15,905.56

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$6,302.09	0.05066%(D)	18.490%	18.490%
ADVANCES				
Standard Adv	\$9,510.21	0.05888%(D)	21.490%	21.490%

EXHIBIT C

PRESSLER AND PRESSLER, LLP
COUNSELLORS AT LAW
7 Entin Rd.
Parsippany, NJ 07054-5020
(973) 753-5100

Attorney for Plaintiff

NEW CENTURY FINANCIAL SERVICES, INC.

Plaintiff

vs.
DAVID SHALER

Defendant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

DOCKET NO. L -001265-10

Civil Action
SUPPLEMENTAL INTERROGATORIES
DATED: SEPTEMBER 22, 2010

TO: PHILIP D. STERN, ESQ.
PHILIP D. STERN & ASSOCIATES, LLC
697 VALLEY STREET SUITE 2-D
MAPLEWOOD, NEW JERSEY 07040

DEMAND is hereby made of defendant for certified answers to the following Supplemental Interrogatories within the time prescribed by the rules of this Court.

Each question below requests an answer or information relating to CITIBANK VISA Account Number 4128-0031-9756-8408 purchased by New Century Financial Services, Inc. and your responses should be directed thereto.

1. With regard to Defendant's alleged memory loss, from which Defendant states he has suffered for several years causing him to have "no recollection" of the subject debt:

a) Has Defendant ever been medically evaluated for his said alleged memory loss?

ANS. Yes.

b) If so, by whom was Defendant medically evaluated?; and

ANS. Defendant was hospitalized for about 6 weeks after a fall in 2006. Upon discharge, he was sent to Pine Acres Rehabilitation Center, 51 Madison Avenue, Madison, NJ, Madison, for about 12 weeks. While there, he was diagnosed with Alzheimer's disease and placed on Arlcept. More recently, Namenda was added. His treating physician is Anna M. Raska, M.D., 182 South Street, Suite 2, Morristown, NJ 07960.

c) If so, on what date(s) or in what year(s) did said evaluation(s) occur?

ANS. See response to 1.b.

d) Has a written report ever been rendered by a medical professional as a result of said evaluation(s)?

ANS. Defendant is unaware of any written report.

2. If the answer to Interrogatory No. 1 is yes, on what date(s) or in what year(s) did the onset of said alleged memory loss occur?

ANS. 2006.

3. Has there ever been a Guardian appointed for Defendant? If yes, provide:
No.

a) The name of said Guardian;

ANS. Not applicable.

b) The date of said Guardian's appointment;

ANS. Not applicable.

c) Copies of any and all Guardianship appointment Order(s) or document(s) relating to said Guardianship of Defendant.

ANS. Not applicable.

4. In the normal course of Defendant's financial affairs, who manages Defendant's finances at present?

ANS. His wife, Kaye Shaler.

Specifically:

a) Who reviews Defendant's incoming bills?

ANS. See above.

b) Who processes the payment of said bills?

ANS. See above.

c) Is said person, persons acting under a written Power of Attorney? If so,

attach hereto a copy of said Power of Attorney.

ANS. No.

d) Provide the name(s), address(es), and relationship to Defendant of each person or entity.

ANS. See above.

5. For how long has said person(s) or entity been acting on behalf of Defendant to manage Defendant's finances?

ANS. The finances are generally joint with Kaye. She and Defendant have been handling household finances throughout their marriage which began on November 25, 1950, however Kaye has been handling them exclusively for about 4 years.

6. Under what arrangements, if any, were Defendant's utility bills and/or credit card bills being reviewed and/or processed during the period July 1994 through December 2006?

ANS. They were paid by Defendant or his wife.

7. Identify by name and address all person(s) who assisted Defendant or otherwise reviewed and/or processed Defendant's bills during the period of July 1994 through December 2006.

ANS. Objection to the extent the request calls for privileged attorney-client communications because, from time to time, Defendant and his wife have sought legal advice regarding their finances. Subject to objection, no one other than Defendant and his wife.

8. On what date (or in what year) during the period between July 1994 and December 2006 did Defendant stop paying his bills and/or require assistance of another person (s) or entity to review and/or process said bills for payment on Defendant's behalf.

ANS. There is no date known as to when this occurred. Defendant and his wife jointly took care of paying bills throughout their marriage however, beginning approx 4 years ago, kaye exclusively.

9. Set forth Defendant's involvement, if any, in the process of said reviewing and/or processing of Defendant's bills, i.e. reviewing bills, signing checks, and/or resolving disputes regarding said bills.

ANS. Currently, Kaye discusses the bills and their payments during those times when David is more lucid.

10. Set forth all facts supporting or intending to support Defendant's claim that either he or his counsel anticipate filing an action against Plaintiff's counsel in the United States District Court for the District of New Jersey, which action and/or anticipated action is referred to on Page 2 of Defendant's Answer to Plaintiff's Complaint.

ANS. On advice of counsel, objection. The described action was not part of Defendant's Answer. Rather, disclosure of contemplated actions is required under R. 4:5-1 and, consequently, Defendant's counsel described a contemplated action. That contemplated action will not raise claims arising out of the transaction(s) which form the basis for the claims asserted here and, therefore, are not subject to the Entire Controversy Doctrine and are not relevant here.

CERTIFICATION

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

I certify that the copies of the reports annexed hereto rendered by proposed expert witnesses are exact copies of the entire report and/or opinion rendered by them; that the existence of other reports or opinions of each of said experts, either written or oral, are unknown to me; and if such become later known or available, I shall serve them promptly upon the propounding party.

Dated: 12 / 1 / 2010

By: David Shaler
DAVID SHALER