

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

COLUMBIA

County

2018 - CV - 54

For Prothonotary Use Only:

Docket No: FILED
PROTHONOTARY

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SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons
☐ Transfer from Another Jurisdiction

- ☐ Petition
☐ Declaration of Taking

Lead Plaintiff's Name:
The Remit Corporation

Lead Defendant's Name:
Eastern Revenue, Inc.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Jason Confair, Esq. (Kegel Kelin Almy & Lord LLP)

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

- ☒ Other:
Seller Plaintiff.

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

- ☐ Zoning Board
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

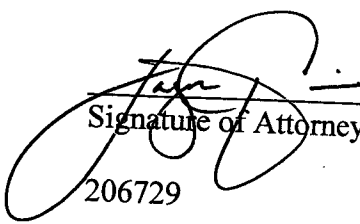
PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

Certificate of Compliance

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial Systems of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Docket No.- CI- _____
(Pending assignment of number from Prothonotary)



Signature of Attorney or Pro Se Litigant

206729

Attorney Number (If Applicable)

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Telephone

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2018 JAN 11 A 11:44
CLERK OF COURTS OFFICE
COUNTY OF COLUMBIA, PA

Note: Parties and attorney of record in a case will have access to this confidential information form. Confidentiality of this information must be maintained.

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 COUNTY OF COLUMBIA, PA

Attorneys for Plaintiffs

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
 CIVIL ACTION

The Remit Corporation, Harry Strausser, III, and
 Dwayne Heisler

Plaintiffs

v.

Eastern Revenue, Inc. and Kyle Shanahan

Defendants.

Case No: 64 of 2018

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 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 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(S) SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

North Penn Legal Services
 (570) 784-8760
 168 E. Fifth St
 Bloomsburg, PA 17815-2206

Pennsylvania Lawyer Referral Service
 Pennsylvania Bar Association
 P.O. Box 186
 Harrisburg, PA 17108
 1-800-692-7375

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL ACTION

The Remit Corporation, Harry Strausser, III, and
Dwayne Heisler

Plaintiffs

v.

Eastern Revenue, Inc. and Kyle Shanahan

Defendants.

Case No: 54 of 2018

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CLERK OF COURTS OFFICE
COUNTY OF COLUMBIA, PA

Complaint

A. The Parties

1. Plaintiff The Remit Corporation, a Pennsylvania business corporation referred to in this Complaint as “**Remit**”, is headquartered in Bloomsburg, Pennsylvania and is in the business of collecting debts and judgments.
2. Many of Remit’s clients are local individuals and entities that serve the public interest, including fire companies, ambulance companies, municipal entities, and healthcare providers.
3. Plaintiff Harry Strausser, III, an adult individual referred to in this Complaint as “**Mr. Strausser**”, resides at 990 Columbia Hill Road, Bloomsburg, PA, 17815.
4. Mr. Strausser is the President of Remit.
5. Plaintiff Dwayne Heisler, an adult individual referred to in this Complaint as “**Mr. Heisler**”, resides at 116 Martin Drive, Catawissa, PA 17820.
6. Mr. Heisler is the Vice-President of Remit.
7. Mr. Strausser and Mr. Heisler each own fifty percent (50%) of all the outstanding capital stock of Remit.

8. Mr. Strausser and Mr. Heisler are nationally-recognized leaders in the debt collection industry and routinely train collection professionals on behalf of various organizations.

9. Defendant Eastern Revenue, Inc., a Pennsylvania business corporation referred to in this Complaint as “**Eastern**”, is headquartered right outside of Philadelphia at 998 Old Eagle School Road, Suite 1204, Wayne, PA 19087. Eastern is also in the business of collecting debts and judgments.

10. Defendant Kyle Shanahan, an adult individual referred to in this Complaint as “**Defendant Shanahan**” or “**Shanahan**”, resides at 2403 Cindy Lane, Warrington, PA 18976.

11. Defendant Shanahan is the President and majority shareholder of Eastern.

B. The Parties’ Transactions

12. In mid-2015, the Defendants first approached the Plaintiffs about acquiring Remit’s portfolio of client accounts (the “**Portfolio**”) and related assets.

13. On December 29, 2016, Remit and Eastern executed an Asset Purchase Agreement (the “**APA**”) pursuant to which Remit agreed to sell substantially all of its assets to Eastern. Those assets included the Portfolio, all data, records, and files relating to the Portfolio, and all proprietary property associated with Remit’s business.

14. The APA was drafted by Defendants’ legal counsel. A copy of the APA is attached at **Exhibit A**.¹

15. Once Eastern acquired Remit’s assets, it moved those assets and the related operations from Remit’s office in Bloomsburg to Eastern’s offices in Wayne, Pennsylvania.

16. This lawsuit arises out of the Defendants’ egregious bad faith in negotiating,

¹ Although the Defendants’ lawyers drafted the APA, the Defendants conveniently failed to provide the vast majority of the Exhibits required under the APA. Naturally, the only Exhibits that were provided were those that favor Eastern’s interests.

entering into, and then breaching the APA and other related arrangements with Mr. Strausser and Mr. Heisler.

17. The value of Remit derived from two sources:

- Given Remit is a debt collection agency, the vast majority of its existing value was wrapped up in the commissions Remit would earn by collecting debtor accounts in the Portfolio.
- Given Remit was a closely-held business, the vast majority of its future value derived from the talents, abilities, connections, and experience of Mr. Strausser and Mr. Heisler.

18. In recognition of the value of the Portfolio, Section 3 (“Purchase Price”) of the APA provides that Eastern will compensate Remit for its assets pursuant to a 4 year “earn out” formula that is based on a percentage of gross commission revenues derived from collections of past, present, and future debtor accounts placed by Remit clients in the Portfolio. Exh. A at pgs. 2-3. The payments required under Section 3 of the APA are referred to below as the **“Earn Out Payments.”**

19. Very importantly, there are reasons why the Earn Out Payments are based on gross commission revenues – and not Eastern’s target “profit yields.”

20. Eastern acquired the Portfolio as a way to diversify its business by gaining introductions to new clients and market sectors, including municipal and healthcare receivables. Prior to closing under the APA, Eastern’s business was focused almost exclusively on collecting student loan bad debt.

21. In addition, basing the earn out framework on Eastern’s profit expectations would have been virtually impossible from Remit’s perspective. Remit’s projected overhead in collecting any particular account would necessarily differ from Eastern’s projected overhead

in collecting the same account. Debate over proper overhead margins would have completely derailed negotiations.

22. Those reasons explain why Remit made no representations, warranties, or covenants of any nature about the “profit yield” that the Portfolio or any specific client account in the Portfolio would generate for Eastern after closing under the APA.

23. Leading up to the execution of and closing under the APA, Remit provided Eastern with substantial data about the gross commission revenue that Remit had historically generated from the Portfolio and from specific clients that had placed collection accounts in the Portfolio.

24. For example, in early September of 2016, months before the APA was even signed, Remit provided Eastern with detailed charts for 2013, 2014, and 2015 listing each client that had placed active collection accounts in Remit’s Portfolio, the amounts collected for each such client during the year being reported, and related data. Copies of those charts are attached at **Exhibit B**.

25. As the charts demonstrate, Remit was collecting between \$2.7 and \$3.7 million per year for its clients leading up to the closing under the APA.

26. In addition to the aggregate data reported on the charts, Remit and Eastern had very substantial discussion about specific client accounts.

27. For example, on or about October 10, 2016, months before the APA was even signed, Defendant Shanahan provided an extensive list of written comments and questions about certain Remit client accounts in response to data provided by Remit. A copy of Shanahan’s written comments and questions is attached at **Exhibit C**.

28. In many cases, Defendant Shanahan expressed enthusiasm about certain Remit clients. For example, Shanahan described Unifund’s account with Remit as having “pretty

good yields.” In other instances, Shanahan asked Remit whether certain clients had additional opportunities or whether Remit had additional leads in certain market sectors that Eastern could pursue. Exh. C.

29. Upon reviewing substantial documentation about the Portfolio and Remit’s client base, Eastern offered to purchase Remit’s assets in exchange for making Earn Out Payments to Remit totaling at least \$420,000 over 4 years.

30. Attached at Exhibit D is documentation dated November 1, 2016 in which Defendant Shanahan detailed Eastern’s commitment on the Earn Out Payments. As detailed in the commitment, the Defendants represented Eastern would make Earn Out Payments to Remit totaling at least \$420,000 over 4 years.

31. In his November 1, 2016 email, Defendant Shanahan guaranteed Mr. Strausser that “commissions cannot go to zero” and further claimed the Defendants’ offer (which did not include any down payment) would result in Remit “be[ing] paid more over a shorter period of time.” Exh. D at pg. 1.

32. Mr. Strausser and Mr. Heisler joined the APA in their individual capacities, but only as to paragraph 20 (“Covenant Not to Compete”) of the APA. Exh. A at pg. 16.

33. Under paragraph 20 of the APA, Mr. Strausser and Mr. Heisler agreed to execute and deliver the “Covenant Not to Compete” attached to the APA as “Exhibit 1-E”. Exh. A at pg. 12.

34. Under the Covenant Not to Compete, Mr. Strausser and Mr. Heisler are purportedly prevented from competing anywhere in the United States in any way against Eastern for a period of 2 years. Exh. A at pg. 12.

35. In consideration for having Mr. Strausser and Mr. Heisler vote their stock in favor of having Remit transfer its assets and for taking Mr. Strausser and Mr. Heisler “off the

market,” Eastern agreed to (a) deliver an “Independent Contractor Agreement” to Mr. Strausser pursuant to which he would be compensated \$65,000 per year and would receive health insurance coverage from Eastern; and (b) provide Mr. Heisler with health insurance coverage for 2017. Exh. A at pg. 3.

36. Very importantly, it was clearly understood between Eastern and Mr. Strausser that the independent contractor engagement would last for at least 4 years. Indeed, Mr. Strausser and Mr. Shanahan had specific conversations to that effect.

37. As is common in divestitures that entail earn out arrangements and ongoing consultant compensation, Mr. Strausser’s 4 year minimum engagement period coincides with the length of the earn out framework under the APA.

38. Indeed, as outlined in the APA, the idea was for Mr. Strausser to facilitate and cement relationships between Remit’s clients and Eastern. Exh. A at pg. 3.

39. At minimum, Eastern promised to pay Mr. Strauser a total of \$260,000 in base compensation under his independent contractor arrangement – namely, \$65,000 per year over at least 4 years.

40. Notably though, Eastern never delivered the “Independent Contractor Agreement” it had promised. *See* fn. 1 *supra*.

41. Mr. Strausser would have never voted his stock in favor of having Remit sell its assets to Eastern without receiving a guaranteed independent contractor engagement from Eastern that would allow him to protect Remit’s client relationships and to ensure those relationships were properly transitioned to Eastern.

42. Thus, the earn out framework and Mr. Strausser’s guaranteed independent contractor engagement were completely intertwined and each was a fundamental part of the transactions contemplated under the APA.

C. The Defendants Turn on the Plaintiffs.

43. The transactions contemplated by the APA closed on May 1, 2017.

44. One of the Plaintiffs' fundamental goals in completing the transactions was to make sure each of Remit's clients would be properly taken care of and serviced in the future by Eastern.

45. The Plaintiffs had spent decades building client relationships, many of which are in the local community, and it was critical to the Plaintiffs that they honor those relationships.

46. Consequently, none of Remit's client accounts was excluded from the sale of the Portfolio to Eastern.

47. Nonetheless, on or about June 28, 2017, Defendant Shanahan met with and informed Mr. Strausser that Eastern was "firing" Remit's largest client by account placement volume – Brighton Radiological.

48. As detailed below, Eastern also later then "fired" Remit's largest client by gross commission revenue – Unifund.

49. While Eastern will claim it was "tricked" about the Unifund account, the Plaintiffs can unequivocally prove the Defendants knew far in advance about the status of the Unifund account and about all of the requirements that Eastern would have to meet in order to provide service to Unifund.

50. For example, in early April of 2017, Remit provided a document listing each of the requirements that must be met in order to satisfy a Unifund regulatory audit. By way of further example, on April 13, 2017 and in response to a laundry list of regulatory compliance questions raised by Unifund about Eastern's operations, Shanahan emailed Mr. Strausser stating:

Wow. . [Unifund is] VERY particular. . .and seem to be an extremely labor intensive client.

Let's hope. . .like we talked about on the phone today Harry. . .that once we are "set up". . .things die down quite a bit. And they place a lot of business.

I will start reviewing what we sent [Unifund]. . .and their below concerns/questions. . .and let you know if I might need something from Remit.

Exhibit E.

51. Notably, Unifund's requirements are not "particular." Rather, Unifund's requirements are standard best practice and are premised on regulatory requirements that govern virtually all debt collection operations.

52. Thus, not only were the Defendants provided with a list of Unifund's precise requirements prior to closing under the APA, the Defendants should have already been familiar with and should have anticipated those requirements.

53. While tensions continued to simmer from late June 2017 onward, things came to a head in November and December of 2017.

54. On November 9, 2017, Defendant Shanahan called Mr. Strausser to verbally inform him that the independent contractor arrangement that Eastern had promised would last for at least 4 years was being terminated by Eastern effective immediately – a little over 6 months into the term.

55. To date, Eastern has not documented any reason, explanation, or justification for prematurely terminating Mr. Strausser's independent contractor engagement.

56. During the November 9 call, Shanahan nonetheless promised Mr. Strausser that Eastern would honor the earn out arrangement.

57. Accordingly, Mr. Strausser took a "wait and see" approach instead of immediately initiating litigation after the November 9 call.

58. Then, out of the blue on December 27, 2017, a certified letter was delivered to Mr. Strausser in which Shanahan explained that if the Plaintiffs did not accept a one-time, lump-sum payment of \$25,000 then “Eastern Revenue will cease payments under the earn out arrangement, will stop working [Remit’s] business and will terminate most of [Remit’s] client base.” **Exhibit F**.

59. Taking things one step further in the letter, Shanahan also explains that if the Plaintiffs don’t accept the \$25,000, then Eastern “will also seek a full return of the funds that have already been paid under the [APA].” *Id.*

60. Thus, it appears the Defendants are taking the outrageous position that Remit’s assets, Mr. Strausser’s services, and the non-competes that Mr. Strausser and Mr. Heisler signed are collectively worth \$0.

61. To really poke the Plaintiffs in the eyes, Shanahan concludes the letter with the following threat:

“Again, I want to be 100% clear that no future payments will be made under our current earn out arrangement. And if the settlement offer I proposed above is not accepted, Eastern Revenue will stop working your business and will terminate most of your client base.” *Id.*

62. In the letter, Shanahan explains that the \$25,000 lump sum would be “fully revoked” if the Plaintiffs did not accept it on or before 5 p.m. on Sunday, December 31, 2017.

63. Consistent with its broader pattern of conduct, the Defendants’ offer to pay the \$25,000 was made in bad faith.

64. Indeed, without giving any advance warning, the Defendants gave the Plaintiffs a mere 2 business days during a Holiday week to address the matter.

65. More fundamentally though, as detailed above, the Plaintiffs contracted to receive a bare minimum total of \$680,000 between the Earn Out Payments and the annual fee

that Eastern agreed to pay Mr. Strausser under his independent contractor arrangement.

66. As Mr. Shanahan explains in his letter, Eastern has only paid \$125,000 in “payments, salary and benefits” to the Plaintiffs – approximately 18% of the bare minimum for which the Plaintiffs contracted.

67. Moreover, by locking Mr. Strausser and Mr. Heisler out of the industry for two years under their non-competes and then unceremoniously terminating many of the client relationships the two of them have built over the years, the Defendants are effectively destroying Mr. Strausser and Mr. Heisler’s reputations and careers in the collection industry.

68. In addition to Remit’s Portfolio, other collection account portfolios owned by Mr. Strausser in his individual capacity, Mr. Heisler in his individual capacity, and other individuals were turned over to Eastern for servicing (collectively, the “**Secondary Portfolios**”).

69. Secondary Portfolios owned by individuals other than Mr. Strausser were turned over to Eastern by Mr. Strausser acting on behalf of and as the agent for those individuals.

70. Given the Defendants’ threats and the substantial instances of regulatory non-compliance that Unifund uncovered in Eastern’s operation in September of 2017 (*see below*), the Plaintiffs are concerned about the Secondary Portfolios.

71. Now that he has had a few months of access to Eastern’s operations, Mr. Strausser is deeply concerned about the regulatory compliance environment at Eastern – including very basic failings like the lack of adequate physical security at Eastern’s offices and Eastern’s practice of collecting in jurisdictions in which it does not have the necessary licenses.

72. Of course, the owners of the Secondary Portfolios have the legal right to simply “pull” those collections from Eastern because Eastern services the Secondary Portfolios solely

at the pleasure of those owners.

73. Unfortunately, however, all of the data for the Secondary Portfolios is housed on the computer server that Remit formerly used in its operations and that server is in Eastern's possession. None of the Plaintiffs or the owners of any of the Secondary Portfolios have access to that server or the data on it.

D. The Defendants Reveal Their Scheme.

74. Although styled as a legitimate transaction by the Defendants and their suburban Philadelphia lawyers, the Defendants' scheme all along was to gain control over Remit's Portfolio, to "cherry pick" only those client accounts from the Portfolio that would generate Eastern's desired "profit yield," to then use one or more clients in the Portfolio that Eastern deemed as generating inadequate "profit yields" as a pre-text for claiming it didn't get the benefit of its bargain, and to then use that pretext to terminate the earn out arrangement altogether.

75. That is proven by, among other things, the fact that Eastern intends to terminate "most" – ***but not all*** – of Remit's client accounts. Exh. F. Without question, Eastern will continue working those accounts it deems as having an adequate "profit yield."

76. To set the stage to minimize their damage exposure, the Defendants are also "terminating most" of Remit's client accounts in a bad faith attempt to minimize the gross commission revenues under the Portfolio and, in turn, their liability for Earn Out Payments.

77. By attempting to change the arrangement to one based on "profit yield" as opposed to gross commission revenue, the Defendants are acting in bad faith to change the terms of the deal and to subvert the legitimate expectations of the Plaintiffs.

78. Upon information and belief, the Defendants will use the Unifund account as their primary pretext.

79. However, from the outset, Eastern knew that its regulatory compliance environment would not satisfy Unifund's requirements and that those requirements would be costly to comply with.

80. Knowing that from the outset, Eastern held off Unifund's initial regulatory compliance audit until September of 2017. As early as June of 2017, immediately after closing under the APA, Unifund asked to perform a full regulatory compliance audit on Eastern's operations.

81. Notably, under certain circumstances, clients can be held vicariously liable for regulatory violations committed by collection agencies they have engaged. That is part of the reason the Plaintiffs are concerned about Eastern's continued handling of the Secondary Portfolios. Similarly, vicarious liability concerns explain why Unifund conducts regulatory compliance audits on the collection agencies it works with.

82. In September of 2017, Eastern finally allowed Unifund to complete its audit on Eastern's operations.

83. Unifund's audit resulted in a lengthy laundry list of regulatory compliance issues that permeate virtually every aspect of Eastern's operations. **Exhibit G.**

84. Knowing in advance that Eastern could not comply with Unifund's requirements without incurring substantial expense, Eastern drained what profit it could working the Unifund account until Unifund conducted its audit, terminated the account once the audit findings came back, and then used that sequence of events as a pre-text to claim Remit had made "misrepresentations" about Unifund and the "profit yield" of the Unifund account so as to justify termination of the earn out altogether.

85. Although Shanahan claims in his letter to Mr. Strausser that Remit "misrepresented" that it was "in compliance" with Unifund, that charge is irrelevant and

untrue.

86. First and foremost, whether Remit was “in compliance” with Unifund prior to closing under the APA is a red herring. Post-closing, Eastern’s servicing of the Unifund account was done using *Eastern’s* infrastructure at *Eastern’s* facilities – not Remit’s.

87. Second, Unifund conducted a regulatory compliance audit on Remit’s operations each and every year. And, each and every year, Remit was “in compliance” with Unifund.

88. Third and finally, Remit makes no representation in the APA that it was “in compliance” with Unifund. Given the Unifund account was going to be serviced using Eastern’s infrastructure at Eastern’s facilities after closing, there was no reason for Eastern’s lawyers to include a representation from Remit about Unifund in the APA. Hence, they did not do so.

89. Fact is, Unifund was thrilled with its relationship with Remit. Indeed, the *very day* closing occurred under the APA, Unifund emailed Remit to specifically thank Remit for its outstanding recent performance. Exhibit H.

90. As detailed at the beginning of this Complaint, the earn out framework is not based on Eastern’s desired and arbitrarily-set target “profit yields” for various client accounts. Rather, the earn out framework is based on *gross* commission revenues.

91. As reflected in the report attached at Exhibit I, Remit’s Portfolio generated \$596,476.74 in gross commission revenues during the first 11 months of 2017 – a figure which is directly in line with the projected annual revenues the Defendants were expecting from the Portfolio (*see Exh. D at pg. 3*).

92. Thus, Eastern received the benefit of its bargain.

93. Although the deal has clearly provided Eastern with the benefit it bargained for,

Eastern wants not only the benefit of its bargain – but, also the additional “profit yield” that will be generated from misappropriating the funds it had committed to pay as Earn Out Payments to Remit and as compensation to Mr. Strausser.

94. Truth be told, even if Remit had represented that the Unifund account would generate a particular “profit yield” (and Remit made no such representation), the only reason the Unifund account would not generate an adequate “profit yield” for Eastern is because of Eastern’s own regulatory compliance failings.

95. Eastern recognizes it will be costly to correct the regulatory compliance problems that plague virtually every aspect of its operation, and that those costs will eat up part of Eastern’s desired “profit yield.”

96. Indeed, as documented herein, prior to Unifund’s findings about Eastern’s regulatory non-compliance, Shanahan himself explained that the Unifund account had “pretty good yields” when the account was being handled by Remit. Exh. C.

97. In sum, Eastern entered into the transactions under the APA with its “eyes wide open” and its attempts to now suggest otherwise are nothing more than window dressing it is using to cover its scheme to change the terms of the deal.

E. Why the Plaintiffs Are Filing This Lawsuit Now.

98. The Defendants have followed through with their threats. Not only has Eastern “fired” large Remit clients, the Plaintiffs have no reason to believe Eastern won’t terminate the Earn Out Payments altogether.

99. Indeed, per the parties’ course of dealing, Eastern typically sends a statement to Remit immediately after the close of each month detailing gross commission revenues generated by the Portfolio for the month.

100. Eastern has not sent any such statement to Remit for December of 2017. Based

on the parties' course of dealing, Remit should have received that statement by now.

101. The Plaintiffs would have never entered into the APA and the transactions under the APA would not have closed had the Plaintiffs known the Defendants were going to renege on the earn out framework under the APA and Mr. Strausser's independent contractor engagement.

102. Each day that passes, the Defendants cause more damage by refusing to remit Earn Out Payments, refusing to honor Mr. Strausser's independent contractor agreement, jeopardizing the Plaintiffs' long-standing business relationships, and unlawfully maintaining the Secondary Portfolios in an environment that does not comply with regulatory requirements.

103. By "terminating most" of the client accounts in the Portfolio, Eastern is intentionally limiting the gross commission revenue generated by the Portfolio and, as such, is attempting to set the stage to minimize Remit's damages.

104. Defendants' scheme is clever, but not clever enough. In short, they are using the alleged lack of "profitability" on the Unifund account (an issue Eastern caused and that has no relevancy to the terms of the deal anyway) as a pretext to justify hoarding all of the profit from lucrative accounts in the Portfolio for pennies on the dollar – while simultaneously setting the stage to try to minimize their damage exposure.

105. Now that the Defendants have revealed their scheme, the Plaintiffs are left with 2 choices – roll over and acquiesce to the Defendants' bullying tactics or, alternatively, take legal action and risk having the Defendants follow through on their threat to "seek a full return of the funds that have already been paid under the [APA]."

106. Ultimately, the Plaintiffs have determined that their reputations in the collections industry, saving long-standing client and business relationships, protecting the Secondary Portfolios, and putting a stop to the Defendants' fraudulent bullying are worth far

more than the \$125,000 that has “already been paid under the [APA].”

107. Accordingly, the Plaintiffs are now taking swift and decisive legal action.

F. Venue in Columbia County is Proper and Appropriate

108. The APA does not include a venue provision.

109. All of the Plaintiffs and all of the Defendants reside in and/or are domiciled in Pennsylvania.

110. Accordingly, the Pennsylvania Rules of Civil Procedure dictate where this case may be brought.

111. Under Civil Rule 2179(a)(4), a lawsuit against a corporation such as Eastern may be brought in any county “where the cause of action arose” or “where a transaction or occurrence took place out of which the cause of action arose.”

112. Under Civil Rule 1006.1(a)(1), a lawsuit against an individual such as Defendant Shanahan may be brought in any county “where a transaction or occurrence took place out of which the cause of action arose.”

113. Under Civil Rule 1006(c)(1), if venue in Columbia County can be established against either Defendant, then venue in Columbia County is appropriate for both Defendants.

114. The transactions and occurrences at the core of this lawsuit occurred in Columbia County. By way of example, various misrepresentations that the Defendants made to the Plaintiffs were made in Columbia County, negotiations leading up to the signing of the APA occurred in Columbia County, substantial performance of the APA occurred in Columbia County, the physical assets that Eastern acquired from Remit under the APA were located in Columbia County, and many of the clients that have placed collection accounts in the Portfolio are located in Columbia County.

115. Even in circumstances far less compelling than those presented in this case, a plaintiff's choice of forum is entitled to "great weight." *E.g. Wilson v. Levine*, 963 A.2d 479 (Pa. Super. 2008).

116. Accordingly, there is no question that Columbia County is the proper venue for this lawsuit.

Count I – Breach of Contract
(Remit vs. Eastern)

117. All of the paragraphs above are incorporated into this Count.

118. Under Section 3 of the APA ("Purchase Price"), Eastern promised it would make Earn Out Payments to Remit on a monthly basis on the gross commission revenue generated by client accounts in the Portfolio. Exh. A at pgs. 2-3.

119. Under Section 3 of the APA ("Purchase Price"), Eastern promised it would continue making the Earn Out Payments for a period of 4 years. Exh. A at pgs. 2-3.

120. Under Section 9(D) of the APA ("Purchaser's Representations), Eastern represented and warranted that, to its knowledge, "none of the representations contained in" any "document furnished by [Eastern] to [Remit] in connection with the [APA] contains any untrue statement of a material fact or omits any statement of material fact." Exh. A at pg. 6.

121. Under Section 11(C) of the APA ("Covenants of Purchaser"), Eastern promised to "take whatever steps are reasonably necessary to effectuate the terms of the" APA. Exh. A at pg. 7.

122. In addition, every contract governed by Pennsylvania law includes an implied duty of good faith and fair dealing. *Cable & Assocs. Ins. Agency v. Commercial Nat'l Bank*, 875 A.2d 361, 364 (Pa. Super. 2005) (citations omitted).

123. While negotiating the APA, the Defendants provided Remit with a document

representing it would pay Earn Out Payments to Remit totaling at least \$420,000 over 4 years.
Exh. D.

124. As reflected in the report attached at Exhibit I, Remit's Portfolio generated \$596,476.74 in commission revenues during the first 11 months of 2017 – a figure which is directly in line with the projected revenues the Defendants were expecting from the Portfolio (*see Exh. D at pg. 3*).

125. Thus, Eastern received the benefit of its bargain.

126. However, instead of honoring its commitment, Eastern unilaterally and unlawfully terminated the earn out arrangement after a mere 8 months and after making Earn Out Payments totaling approximately \$90,000.

127. In unilaterally and unlawfully terminating the earn out arrangement, Eastern had the temerity to admit it will continue to work certain accounts in the Portfolio that generate its desired "profit yield" – but will nonetheless not be making future Earn Out Payments on those accounts either.

128. At minimum, Eastern has breached:

(a) Section 3 of the APA by reneging on the commitment to make monthly Earn Out Payments based on the gross commission revenue generated by the Portfolio.

(b) Section 3 of the APA by reneging on the commitment to make Earn Out Payments over the course of 4 years.

(c) Section 9(D) of the APA by providing a written document misrepresenting that it would make Earn Out Payments to Remit totaling at least \$420,000 over 4 years.

(d) Section 11(C) of the APA by failing to take the steps reasonably necessary to comply with Unifund's requirements, thereby sharply limiting the collections

work Eastern was able to perform for that account, the gross commission revenues generated from that account, and the Earn Out Payments generated from those commission revenues.

(e) The implied duty of good faith and fair dealing by creating a false pretext to evade the bargain it made with the Plaintiffs, by improperly “cherry picking” only those client accounts it deems as generating a sufficient “profit yield” (which is a factor that has no relevancy to the bargain the parties made), and by using that pretext as an excuse to minimize and then terminate the Earn Out Payments.

129. Under Section 31(J) (“General Provisions”) of the APA, any party to the APA that prevails in “any action or proceeding” commenced “with regard to the subject matter of th[e] APA” shall “be entitled to have its reasonable attorney’s fees and costs incurred in said action or proceeding reimbursed by the non-prevailing Party.” Exh. A at pg. 15.

WHEREFORE, Remit respectfully requests that this Court enter judgment in its favor for damages in excess of the mandatory arbitration limit, for all reasonable attorney fees and costs it incurs in this litigation, and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count II – Fraudulent Inducement
(Remit vs. Eastern)

130. All of the paragraphs above are incorporated into this Count.

131. As the Pennsylvania Superior Court has explained, the law “appears to permit fraud in the inducement claims in disputes involving contractual obligations, notwithstanding that the gist of the action doctrine would bar claims of fraudulent (non) performance.” *Brickman Group, Ltd. v. CGU Ins. Co.*, 865 A.2d 918, 928 (Pa. Super. 2004).

132. While negotiating the APA, the Defendants provided Remit with a separate document representing Eastern would pay Earn Out Payments to Remit totaling at least

\$420,000 over 4 years. Exh. D.

133. Given the Earn Out Payments represent the only compensation Remit is receiving under the APA for its assets, Eastern's representation that it was going to pay Remit at least \$420,000 in Earn Out Payments over 4 years was material to Remit's decision to enter into the APA.

134. Eastern never had any intention of making good on its representation concerning the Earn Out Payments.

135. Rather, as detailed above, Eastern entered into the APA with the goal of acquiring the Portfolio, "cherry picking" the most profitable accounts from the Portfolio, and then using what it deems as less profitable accounts as a pre-text for terminating the earn out arrangement altogether.

136. Of course, given the Earn Out Payments are the primary means by which Eastern induced Remit to enter into and close under the APA, Eastern clearly intended that Remit rely on the representation that it would be paid Earn Out Payments totaling at least \$420,000 over 4 years.

137. Remit justifiably relied on that representation. Indeed, leading up to closing under the APA, the available revenue data supported that representation.

138. Absent Defendants' representation regarding the Earn Out Payments, Remit would have never signed the APA.

139. Accordingly, Eastern fraudulently induced Remit to enter into the APA. WHEREFORE, Remit respectfully requests that this Honorable Court enter judgment in its favor for compensatory damages in excess of the mandatory arbitration limit, for punitive damages, for all reasonable attorney fees and costs it incurs in this litigation, and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count III – Promissory Estoppel
(Remit v. Eastern)²

140. All of the paragraphs above are incorporated into this Count.

141. As detailed above, Eastern promised Remit that it would pay Earn Out Payments to Remit totaling at least \$420,000 over 4 years.

142. As detailed above, Remit relied on that promise in agreeing to sell all of its assets to Eastern.

143. Under the circumstances described in this Complaint, it would be patently unjust for Eastern to be permitted to hijack Remit's business for the relative pittance of approximately \$90,000 in Earn Out Payments.

WHEREFORE, Remit respectfully requests that this Honorable Court enter judgment in its favor for damages in excess of the mandatory arbitration limit, for all reasonable attorney fees and costs it incurs in this litigation, and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count IV – Unjust Enrichment
(Remit v. Eastern)

144. All of the paragraphs above are incorporated into this Count.

145. As detailed above, Remit conferred a substantial benefit on Eastern when it conveyed all of its assets to Eastern.

146. As detailed above, there is no question Eastern has realized that benefit. Eastern's own internal data establishes that gross commission revenues to date for 2017 have been consistent with Eastern's expectations. Exh. I. And, despite fabricating a pretext for terminating the earn out arrangement altogether, Eastern has admitted in writing that it will

² The promissory estoppel and unjust enrichment claims raised by a particular Plaintiff are being pled in the alternative to any corresponding breach of contract claim raised by that Plaintiff.

continue servicing certain accounts – which, as will be proven through discovery, are those accounts which Eastern believes generate a sufficient “profit yield.”

147. As detailed above, it would be patently unjust for Eastern to be permitted to hijack Remit’s business for the wholly inadequate value of approximately \$90,000 in Earn Out Payments.

WHEREFORE, Remit respectfully requests that this Honorable Court enter judgment in its favor for damages in excess of the mandatory arbitration limit, for all reasonable attorney fees and costs it incurs in this litigation, and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count V – Breach of Contract
(*Mr. Strausser v. Eastern*)

148. All of the paragraphs above are incorporated into this Count.

149. As detailed above, Eastern assured Mr. Strausser that his independent contractor arrangement would last for at least 4 years and that it would deliver an “Independent Contractor Agreement” to that effect for Mr. Strausser to sign.

150. Instead, after a little over 6 months, Eastern unilaterally terminated the arrangement without documenting any explanation for why it was doing so.

151. Indeed, Mr. Strausser was performing all of the tasks required of him under the arrangement and never gave Eastern any indication he did not intend to continue doing so.

152. As a consequence of Eastern’s decision to terminate the independent contractor arrangement prematurely without any justification for doing so, Mr. Strausser has been deprived of hundreds of thousands of dollars of payments and fees that Eastern promised to him.

WHEREFORE, Mr. Strausser respectfully requests that this Honorable Court enter judgment

in his favor for damages in excess of the mandatory arbitration limit and for interest and that this Court order any other relief it deems appropriate under the circumstances.

Count VI – Fraudulent Inducement
(*Mr. Strausser v. Eastern*)

153. All of the paragraphs above are incorporated into this Count.

154. During negotiations, Defendants represented to Mr. Strausser that his independent contractor arrangement would last for at least 4 years.

155. Given the base payments to Mr. Strausser under the arrangement would have totaled at least \$260,000 had Eastern's representation to that effect proven true, Eastern's representation was material.

156. Eastern never had any intention of making good on its representations concerning the term of the independent contractor arrangement.

157. Given the payments under the independent contractor arrangement are the only consideration Mr. Strausser was to personally receive for signing the non-compete and for voting his stock in favor of selling Remit's assets to Eastern, it is clear the Defendants intended that Mr. Strausser rely on the representation that the payments would continue for at least 4 years.

158. Mr. Strausser justifiably relied on those representations.

159. Absent Defendants' representations that the independent contractor arrangement would last at least 4 years, Mr. Strausser would have never signed the non-compete or voted his stock in favor of having Remit sell its assets to Eastern.

160. Accordingly, Eastern fraudulently induced Mr. Strausser to sign the non-compete and to vote his stock in favor of having Remit sell its assets to Eastern.

161. When a party is fraudulently induced into entering into a contract, that party

may seek rescission of the contract. *Eigen v. Textron Lycoming Reciprocating Engine Div.*, 874 A.2d 1179, 1184 (Pa. Super. 2005).

162. Notably, Section 3 (“Attorney’s Fees”) of the “Covenant Not to Compete” provides that a party who commences an action under the Covenant and who prevails shall be reimbursed by the non-prevailing party for his “attorney’s fees, costs and necessary disbursements.” Exh. A at “Exhibit 1-E”, pg. 2.

WHEREFORE, Mr. Strausser respectfully requests that this Honorable Court enter a judgment or order in his favor rescinding the non-compete, that this Court enter a judgment in his favor for all reasonable attorney fees and costs he incurs in this litigation and interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count VII – Promissory Estoppel
(*Mr. Strausser v. Eastern*)

163. All of the paragraphs above are incorporated into this Count.

164. As detailed above, the Defendants promised Mr. Strausser the independent contractor arrangement would last for at least 4 years.

165. As detailed above, Mr. Strausser relied on that promise in agreeing to sign the non-compete and in voting his stock in favor of having Remit sell its assets to Eastern.

166. Under the circumstances described above, it would be patently unjust for Mr. Strausser to remain restricted under the non-compete and for Eastern to be permitted to hijack Remit’s business without compensating Mr. Strausser as promised.

WHEREFORE, Mr. Strausser respectfully requests that this Honorable Court enter judgment in his favor for damages in excess of the mandatory arbitration limit, for all reasonable attorney fees and costs he incurs in this litigation, and for interest, that this Court enter a judgment or order in his favor rescinding the non-compete, and that this Court order any other relief it

deems appropriate under the circumstances.

Count VIII – Unjust Enrichment
(*Mr. Strausser v. Eastern*)

167. All of the paragraphs above are incorporated into this Count.

168. As detailed above, Mr. Strausser conferred a substantial benefit on Eastern when he entered into the non-compete and voted his stock in favor of having Remit sell its assets to Eastern.

169. As detailed above, there is no question Eastern has realized that benefit. Eastern's own internal data establishes that gross commission revenues to date for 2017 have been entirely consistent with Eastern's expectations. Exh. I. And, despite fabricating a pretext for terminating the earn out arrangement altogether, Eastern has admitted in writing that it will continue servicing certain accounts – which, as will be proven through discovery, are those account which Eastern believes generate a sufficient “profit yield.”

170. Under the circumstances described in this Complaint, it would be patently unjust for Mr. Strausser to remain restricted under the non-compete and for Eastern to be permitted to hijack Remit's business without compensating Mr. Strausser as promised.

WHEREFORE, Mr. Strausser respectfully requests that this Honorable Court enter judgment in his favor for damages in excess of the mandatory arbitration limit, for all reasonable attorney fees and costs he incurs in this litigation, and for interest, that this Court enter a judgment or order in his favor rescinding the non-compete, and that this Court order any other relief it deems appropriate under the circumstances.

Count IX – Fraudulent Inducement
(*Mr. Heisler v. Eastern*)

171. All of the paragraphs above are incorporated into this Count.

172. During negotiations, Eastern represented to Mr. Heisler that it was entering into

the transactions for legitimate reasons and on a good faith basis.

173. At the time, Mr. Heisler had no reason to not rely on Eastern's representations and, hence, he did so.

174. Based on those representations, Mr. Heisler signed the non-compete.

175. Had Mr. Heisler known Eastern never had any intention to honor its representations, he would have never signed the non-compete.

176. Accordingly, Eastern fraudulently induced Mr. Heisler to sign the non-compete.

WHEREFORE, Mr. Heisler respectfully requests that this Honorable Court enter a judgment or order in his favor rescinding the non-compete, that this Court enter a judgment in his favor for all reasonable attorney fees and costs he incurs in this litigation and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count X – Promissory Estoppel
(Mr. Heisler v. Eastern)

177. All of the paragraphs above are incorporated into this Count.

178. Eastern promised to Mr. Heisler that it was entering into the transactions for legitimate reasons and on a good faith basis.

179. As detailed above, Mr. Heisler relied on that promise in agreeing to sign the non-compete.

180. Under the circumstances described above, it would be patently unjust for Mr. Heisler to remain restricted under the non-compete.

WHEREFORE, Mr. Heisler respectfully requests that this Honorable Court enter a judgment or order in his favor rescinding the non-compete, that this Court enter a judgment in his favor for all reasonable attorney fees and costs he incurs in this litigation and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count XI – Unjust Enrichment
(Mr. Heisler v. Eastern)

181. All of the paragraphs above are incorporated into this Count.

182. As detailed above, Mr. Heisler conferred a substantial benefit on Eastern when he entered into the non-compete.

183. There is no question Eastern has realized that benefit. Eastern has Mr. Heisler's signed non-compete in hand, and Mr. Heisler has complied with that non-compete.

184. Under the circumstances described in this Complaint, it would be patently unjust for Mr. Heisler to remain restricted under the non-compete.

WHEREFORE, Mr. Heisler respectfully requests that this Honorable Court enter a judgment or order in his favor rescinding the non-compete, that this Court enter a judgment in his favor for all reasonable attorney fees and costs he incurs in this litigation and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count XII – Fraud in the Inducement
(Remit and Mr. Strausser vs. Shanahan)

185. All of the paragraphs above are incorporated into this Count.

186. On November 1, 2016, Defendant Shanahan provided the Plaintiffs with a written representation that Eastern would make Earn Out Payments to Remit totaling at least \$420,000 over 4 years. Exh. D.

187. During numerous conversations, Defendant Shanahan represented to Mr. Strausser that his independent contractor engagement would last for at least 4 years.

188. Given the Earn Out Payments and the payments under the independent contractor arrangement were the only monetary consideration the Plaintiffs received from the Defendants, Shanahan's representations regarding the amount of the Earn Out Payments and the length of the independent contractor arrangement were material to Remit's decision to enter

into the APA and to Mr. Strausser's decision to vote his stock in favor of having Remit sell its assets to Eastern.

189. Indeed, absent Shanahan's representations in that regard, there would be no APA and Remit would have never sold its assets to Eastern.

190. Shanahan never had any intention of making good on his representations.

191. Rather, as detailed above, Shanahan is the point person in furthering Eastern's scheme.

192. Of course, given the Earn Out Payments and the length of Mr. Strausser's independent contractor arrangement are the primary means by which Remit was induced into signing the APA and Mr. Strausser was induced into voting his stock in favor of having Remit sell its assets to Eastern, Shanahan clearly intended that the Plaintiffs would rely on his representations.

193. The Plaintiffs justifiably relied on Shanahan's representations. Indeed, leading up to closing under the APA, the available revenue data supported Shanahan's representation that the Earn Out Payments would total \$420,000 over 4 years. Similarly, having the length of the guarantee for the independent contractor arrangement correspond with the length of the earn out arrangement was logical and appropriate.

194. Consequently, Shanahan fraudulently induced Eastern to enter into the APA and Mr. Strausser to vote his stock in favor of having Remit sell its assets to Eastern.

WHEREFORE, the Plaintiffs respectfully request that this Court enter judgment in its favor and against Shanahan in his individual capacity for compensatory damages in excess of the mandatory arbitration limit, for punitive damages, and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

Count XIII – Aiding and Abetting Liability
(Remit, Mr. Strausser, and Mr. Heisler vs. Shanahan)

195. All of the paragraphs above are incorporated into this Count.

196. Under Pennsylvania law, a defendant may be held liable for aiding and abetting the tortious act of a co-defendant. *E.g. Hranec Sheet Metal, Inc. v. Metalico Pittsburgh Inc.*, 107 A.3d 114, 120 (Pa. Super. 2014).

197. Shanahan has total and absolute control over every aspect of Eastern's operations.³

198. On Eastern's behalf, Shanahan negotiated, executed, and oversaw every element of the APA, the independent contractor arrangements, and the non-competes.

199. Without question, Shanahan knew he was substantially assisting Eastern and acting in concert with Eastern in inducing (a) Eastern to enter into the APA, (b) Mr. Strausser to agree to vote his stock in favor of transferring Remit's assets to Eastern and to enter into his non-compete, and (c) Mr. Heisler to agree to vote his stock in favor of transferring Remit's assets to Eastern and to enter into his non-compete.

200. As a consequence, Shanahan is liable in his individual capacity for all damages incurred by the Plaintiffs as a result of the Defendants' joint scheme.

WHEREFORE, the Plaintiffs respectfully request that this Court enter judgment in its favor and against Shanahan in his individual capacity for compensatory damages in excess of the mandatory arbitration limit, for punitive damages, and for interest, and that this Court order any other relief it deems appropriate under the circumstances.

³ If the need should arise, the Plaintiffs are expressly reserving the right to advance both the participation theory of liability and the alter ego theory of liability to impose individual liability on Defendant Shanahan for tortious activity committed in part or, as the case may be, in whole via proxy through, Eastern.

Count XIV – Injunctive Relief
(Mr. Strausser vs. Eastern)

201. All of the paragraphs above are incorporated into this Count.

202. As detailed above, Mr. Strausser transferred control of the Secondary Portfolios acting on his own behalf and as agent for certain other individuals.

203. The Secondary Portfolios fall outside the scope of the APA.

204. There is no contract, agreement, or understanding allowing Eastern to retain the Secondary Portfolios if Mr. Strausser demands return of the Secondary Portfolios.

205. In the event Eastern refuses to relinquish the Secondary Portfolios and the data that is needed to fully account for and document the debtor accounts that comprise the Secondary Portfolios, Mr. Strausser is raising this claim for injunctive relief.

WHEREFORE, Mr. Strausser respectfully requests that this Honorable Court enter an injunction directing Eastern to turn over to Mr. Strausser all of the data needed to fully account for and document the Secondary Portfolios.

Respectfully Submitted,

Date: January 9, 2018

**KEGEL KELIN ALMY & LORD LLP/
HYNUM LAW**

By: 

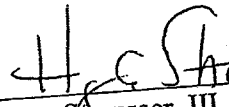
Jason T. Confair, Esquire
Attorney I.D. No. 206729
Michael A. Hynum, Esq.
Attorney I.D. No. 85692

Legal Counsel for the Plaintiffs

Verification

I, Harry Strausser, III, both in my capacity as President of The Remit Corporation and in my individual capacity, affirm and verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief, and that I am authorized to sign this Verification. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: January 16, 2018


Harry Strausser, III

FILED
PROTHONOTARY
2018 JAN 11 A 11:45
CLERK OF COURTS OFFICE
COUNTY OF COLUMBIA, PA

EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made this 20th day of December 2016, by and between Eastern Revenue, Inc. ("Purchaser"), and The Remit Corporation ("Seller"), and Harry Strausser, III ("Strausser") and Dwayne J. Heisler ("Heisler") as to ¶20 of this Agreement. The Purchaser and the Seller may be referred to collectively as the "Parties" or individually as a "Party" to this Agreement.

BACKGROUND

I. Seller operates a full service debt collection agency (the "Business") located at 36 West Main Street, Bloomsburg, PA.

II. Purchaser wishes to purchase all of Seller's right, title and interest in and to the Assets (hereinafter defined) and Seller wishes to sell all of its right, title and interest in and to the Assets to Purchaser, subject to the conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Assets to be Conveyed. Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price (hereinafter defined), Seller agrees to sell and convey and Purchaser agrees to purchase all of Seller's right, title and interest in and to:

A. Seller's computer network server, including all related software; trademarks; intellectual property; phone and fax numbers; email addresses; domain names; websites addresses and content; and other related assets and information deemed necessary by the Purchaser; all of which is fully set forth in the attached **Exhibit "1-A"**;

B. All of Seller's rights and obligations under its contracts with its existing clients ("Clients") as set forth in the attached **Exhibit "1-B"** (collectively, the "Contracts");

C. All records of Seller pertaining to the use of the to be transferred Assets by Purchaser after the Closing Date (hereinafter defined), including all books of account, file materials, logs and reports used in the operation of the Business (and not pertaining to Seller's internal affairs) (collectively, the "Records");

D. Seller's clients (the "Clients") as set forth in the list (the "Client List") in the attached **Exhibit "1-D"**; and

E. The Covenant Not to Compete of Strausser and Heisler as set forth in the attached **Exhibit "1-E"**.

The foregoing shall be collectively referred to herein as the "Assets."

Except as otherwise provided herein, Purchaser is not assuming, nor shall it be liable or responsible for any debts, liabilities or obligations of Seller of any kind or nature whatsoever, whether known or unknown, accrued or existing prior to the Closing Date.

2. Items Excluded From Sale. The following items shall be excluded from the sale and shall not be conveyed to Purchaser:

A. All cash, cash equivalents, certificates of deposit, money market funds and other marketable securities on hand or in accounts of Seller at banks or other financial institutions as of the Closing Date;

B. All items of tangible personal property of the Seller listed in the attached Exhibit "2-B";

C. All contracts, agreements and leases listed in the attached Exhibit "2-C";

D. Seller's records, books and documents pertaining to Seller's internal affairs, including tax matters and financing arrangements; and

E. All claims, causes of action, or other rights of Seller accruing prior to the Closing Date related to any of the Assets described in ¶1 above.

3. Purchase Price. The total purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Assets shall be paid as follows:

A. The sum of Five Thousand Dollars (\$5,000) (the "Deposit") has been paid by Purchaser and shall be held by Purchaser's counsel, Mazullo & Murphy, P.C. (the "Escrow Agent") in accordance with the provisions of ¶27 hereunder. The Deposit shall be made payable to the order of Seller at the Closing (hereinafter defined).

B. During the period of time from the Closing Date to the first anniversary of the Closing Date ("Year One"), the Purchaser shall pay to the Seller (or as otherwise directed by Seller, Strausser or Heisler) an amount equal to Twenty Five Percent (25%) of the revenue generated by the Clients of the Business (the "Revenue"). Payment shall be made on a monthly basis by determining the Revenue earned for the previous month and multiplying that amount by Twenty Five Percent (25%). The monthly payments shall be made on or before the 15th day of the following month.

C. During the period of time from the end of Year One to the second anniversary of the Closing Date ("Year Two"), the Purchaser shall pay to the Seller (or as otherwise directed by Seller, Strausser or Heisler) an amount equal to Twenty Percent (20%) of the Revenue. Payment shall be made on a monthly basis by determining the Revenue earned for the previous month and multiplying that amount by Twenty Percent (20%). The monthly payments shall be made on or before the 15th day of the following month.

D. During the period of time from the end of Year Two to the third anniversary of the Closing Date ("Year Three"), the Purchaser shall pay to the Seller (or as otherwise directed by Seller, Strausser or Heisler) an amount equal to Fifteen Percent (15%) of the Revenue. Payment shall be made on a monthly basis by determining the Revenue earned for the previous month and multiplying that amount by Fifteen Percent (15%). The monthly payments shall be made on or before the 15th day of the following month.

E. During the period of time from the end of Year Three to the fourth anniversary of the Closing Date ("Year Four"), the Purchaser shall pay to the Seller (or as otherwise directed by Seller, Strausser or Heisler) an amount equal to Ten Percent (10%) of the Revenue. Payment shall be made on a monthly basis by determining the Revenue earned for the previous month and multiplying that amount by Ten Percent (10%). The monthly payments shall be made on or before the 15th day of the following month.

F. At the conclusion of Year Four, the Purchase Price shall be considered paid in full, and no further earn out compensation shall be paid.

4. Independent Contractor Agreement - Strausser. Pursuant to an Independent Contractor Agreement to be executed on the Closing Date by the Purchaser and Strausser, the Purchaser agrees to compensate Strausser as an independent contractor subsequent to the Closing Date. The Independent Contractor Agreement shall provide generally as follows:

A. Duties and Responsibilities of Strausser. The Parties agree that Strausser shall have the following duties and responsibilities under the Independent Contractor Agreement: (i) visiting current Seller Clients one or two times per year; (ii) building the Seller's current Client base for the benefit of Purchaser with a focus on ambulance companies and credit unions; (iii) continue attending conferences as required by Purchaser (ACA, MACA, CUNA, etc.); (iv) continue training seminars/webinars as required by Purchaser; (v) continue writing for Collector Advisor; (vi) visiting current and prospective clients of Purchaser; (vii) creating a quarterly Eastern Revenue, Inc. newsletter; (viii) research and reporting to Purchaser with regard to Purchaser's possible involvement with COHEAO, EARMA, NYSOBBA, MASFSA and HEARO; (ix) communicating with other agency owners about selling their business as directed by Purchaser; and (x) assistance with conversion of all Seller Clients to Purchaser's FICO software.

B. Compensation Paid to Strausser. Purchaser will compensate Strausser in the amount of Sixty Five Thousand Dollars (\$65,000) per year paid in bi-weekly installments. Purchaser shall provide health insurance coverage for Strausser commencing on January 1, 2017.

C. Expenses. Purchaser will pay for all of Strausser's reasonable travel expenses related to the performance of the duties and responsibilities described above.

5. Post-Closing Assistance - Heisler. The Parties specifically agree that, for a period of ninety (90) days following the Closing Date, Heisler shall: (i) spearhead the conversion of all Seller Clients to Purchaser's FICO software; and (ii) cooperate in a reasonable manner to assist the Purchaser in post-closing Business transition matters. Purchaser shall provide health insurance coverage for Heisler for a period of one (1) year commencing on January 1, 2017.

6. Allocation and Apportionment of Purchase Price. The Purchase Price payable hereunder shall be allocated and apportioned to the Assets as provided in the attached **Exhibit "6"**.

7. Seller's Employees. Purchaser shall be free to retain or terminate the employees of Seller at its sole discretion. In the event that Purchaser elects to retain employees of Seller, the retention of such employees shall be upon terms mutually agreeable to Purchaser and said employees. All salary and other benefits owed to, or for the benefit of, such employees through the Closing Date shall be paid for by Seller. Purchaser shall not assume any accrued vacation time due to Seller's employees for the current year. Purchaser shall assume all responsibility for paying any retained employees from and after the Closing Date. The Parties agree that they shall not disclose any aspect of the transactions contemplated by this Agreement to the Seller's employees without the written consent of both parties.

8. Seller's Representations. Seller represents and warrants to Purchaser that the following statements are true to the best of Seller's knowledge as of the date of Seller's execution of this Agreement, and in all cases will be true as of the Closing Date:

A. Seller has complied in all material aspects with all of the statutes, laws, rules, regulations, ordinances, codes, directives, decrees and orders of all governmental entities and authorities having jurisdiction over the Business (collectively, "Laws").

B. Seller has good and marketable title to all of the Assets free and clear of all mortgages, deeds of trust, collateral assignments, security interests, conditional or other sales, agreements, claims, options, restrictions, liens, pledges, hypothecations, easements, rights of way, encumbrances and adverse interest or other defects of title of any kind (the "Liens") except as set forth in **Exhibit "8-B"**. Other than the items described in ¶2 hereof, the Assets to be transferred hereunder constitute all of the assets that are required for the operation of the Business as currently operated by Seller.

C. **Exhibit "1-B"** contains a complete list (and, in the case of oral agreements, contracts or leases, a summary of the material terms) of all Contracts to which Seller is a party or to which the Assets may be subject, other than contracts, leases and agreements that comprise part of the items excluded from the sale described in **Exhibit "2-C"** of this Agreement. Seller has delivered copies of all the Contracts to Purchaser. The Contracts are valid, binding and enforceable by Seller in accordance with their respective terms and are in full force and effect. Except as disclosed in writing to Purchaser, Seller has complied in all material respects with all of the Contracts, is not in default under any of the Contracts, and will assist in the assignment of said Contracts to Purchaser.

D. To the best of Seller's knowledge, information and belief, there is no litigation, proceeding, claim or investigation of any nature pending or threatened against Seller with respect to the Business or the Assets, except as disclosed in **Exhibit "8-D"**. There are no outstanding injunctions, or unsatisfied judgments, penalties or awards against or affecting the Business. Seller has not received any request from any governmental agency or instrumentality for information with respect to the transactions contemplated hereby.

E. Subject to the necessity for obtaining the consent of certain third parties, if any, to the assignment of any Contracts listed in Exhibit "1-B", to the best of Seller's knowledge, the execution, delivery and performance of this Agreement by Seller will not violate or conflict with any contract, agreement or commitment to which Seller or the Assets is subject, or by which Seller or the Assets may be bound.

F. Seller has not entered into any contact, agreement, arrangement or understanding with any person to act as a finder or broker in connection with the transactions contemplated hereby, other than as described in ¶24 of this Agreement.

G. Seller has full power and authority to own the Assets and to execute, deliver and perform this Agreement in accordance with its terms. Seller has taken all steps and will do all things appropriate and necessary to consummate the transactions contemplated herein. This Agreement is the legal, valid, and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

H. Seller has maintained in full force and effect all policies of insurance applicable to Seller and/or the Business, including but not limited to, worker's compensation, property and comprehensive liability, in at least the amount required by law. Neither Seller nor any insured is in default under the requirements of any such insurance policy.

I. Seller has provided, or will provide, Purchaser and its designated agents and representatives with full access to all documents, books, data, financial records and other information relating to the current and past operations of the Business and will continue to do so after the Closing Date as provided herein.

J. To the best of Seller's knowledge, information and belief, none of the representations contained in this ¶8 or in any document furnished by Seller to Purchaser in connection with this Agreement contains any untrue statement of a material fact or omits any statement of material fact necessary to make any statement contained therein misleading.

K. The Remit Corporation is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and qualified to do business in Pennsylvania and all other jurisdictions in which it conducts the Business. Seller has full power and authority to carry on the Business and to enter into and to perform this Agreement.

L. Except as disclosed to Purchaser, Seller represents and warrants that the Seller has no subsidiaries and has no direct or indirect equity interest in any other firm, corporation or business enterprise.

M. Seller has furnished Purchaser with monthly payment status reports through October 2016. Seller shall continue to provide status reports through the Closing Date. Further, Seller shall provide an aging report to Purchaser upon full execution of this Agreement. Seller shall continue to provide aging reports through the Closing Date.

9. Purchaser's Representations. Purchaser represents and warrants to Seller that the following statements are true to the best of Purchaser's knowledge, information and belief as of the date of Purchaser's execution of this Agreement, and in all cases will be true as of the Closing Date:

A. To the best of Purchaser's knowledge, information and belief, there is no litigation, proceeding (arbitration or otherwise), claim or investigation of any nature, pending or threatened against Purchaser that reasonably could be expected to adversely affect Purchaser's ability to perform in accordance with the terms of this Agreement.

B. The execution, delivery and performance of this Agreement by Purchaser will not violate or conflict with any contract, agreement or commitment to which Purchaser is subject or by which Purchaser is bound.

C. Purchaser has not entered into any contract, agreement, arrangement or understanding with any person or entity to act as a finder or broker in connection with the transactions contemplated hereby other than as described in ¶24 of this Agreement.

D. To the best of Purchaser's knowledge, information and belief, none of the representations contained in this ¶9, or in any document furnished by Purchaser to Seller in connection with this Agreement, contains any untrue statement of a material fact or omits any statement of material fact necessary to make any statement contained herein misleading.

10. Covenants of Seller. Except as otherwise noted below in this ¶10, between the date of this Agreement and the Closing Date:

A. Seller shall conduct the operations of the Business and use the Assets only in the ordinary course of business, consistent with past practices with the intent of preserving the ongoing operations of the Business and the Assets for the benefit of the Purchaser. Seller shall not enter into any material commitment or incur any indebtedness or sell or agree to sell or otherwise dispose of any of the Assets except in the ordinary course of business, consistent with past practice.

B. Seller shall promptly notify Purchaser of any materially adverse developments that occur prior to the Closing Date with respect to the Assets or the operation of Business. Seller shall keep Purchaser informed of all material operational matters and business developments with respect to the Business and its markets, including any competitive changes.

C. Seller will promptly notify Purchaser of the occurrence of any event, or the existence of fact, of which Seller becomes aware that is not permitted by this Agreement and that results in the inaccuracy in any material respect of any representation or warranty of Seller in this Agreement as of any time prior to the Closing Date, and Seller will use its reasonable best efforts to cure such matter in a timely manner.

D. Seller shall obtain any third party consents necessary for the assignment of the Contracts to Purchaser, if any, and to satisfy all other conditions precedent thereof.

E. Seller shall take whatever steps are reasonably necessary to effectuate the terms of this Agreement.

F. Seller shall afford Purchaser access, during normal business hours, to all of its business operations, properties, books, files, and records, and shall cooperate in Purchaser's examination of same. No examination by Purchaser shall constitute a waiver or relinquishment by Purchaser of the right to rely on Seller's covenants, representations, and warranties made in or pursuant to this Agreement.

G. The Seller shall provide to the Purchaser history files in either CSV or other mutually agreed upon ASCII format of data records for the eventual conversion to Purchaser's computer system. These history files shall include, without limitation, client records, debtor account details, payment history, notes, existing payment plans. All history files shall be provided for a test conversion within thirty (30) days from the execution of this Agreement and will be regenerated for live conversion within thirty (30) days thereafter. The Parties agree that Purchaser shall be solely responsible for all vendor costs, whether the vendor is retained by Purchaser or Seller, related to the compilation, preparation and conversion of Seller's data to Purchaser's IT system. Seller shall obtain Purchaser's written approval prior to retaining any vendor related to the compilation, preparation and conversion of Seller's data to Purchaser's IT system. The Parties further agree that Seller shall fully cooperate with Purchaser and any vendors with regard to compilation of the Seller's data and preparing the data for conversion.

11. Covenants of Purchaser. Between the date of this Agreement and the Closing Date:

A. Purchaser will promptly notify Seller of the occurrence of any event, or the existence of any fact, of which Purchaser becomes aware that is not permitted by this Agreement and that results in the inaccuracy in any material respect of any representation or warranty of Purchaser in this Agreement as of any time prior to the Closing Date and Purchaser will use its reasonable best efforts to cure such matter in a timely manner.

B. Purchaser shall take whatever steps are reasonably necessary to acquire all necessary approvals or certifications, at its sole expense, for the transfer and operation of the Business and for the Clients of the Business.

C. Purchaser shall take whatever steps are reasonably necessary to effectuate the terms of this Agreement.

12. Closing. Provided that all of the Conditions to Closing as provided herein have been met, the closing (the "Closing") of the purchase and sale of the Assets shall take place on or before May 1, 2017 (the "Closing Date").

13. Conditions to Closing. If, as of the Closing Date, any of the following conditions have not been satisfied, the Party who is entitled to require such condition be satisfied may notify the other Party of the absence of such condition at or before the Closing and if the Parties mutually agree in writing, postpone the Closing until a date after all such conditions have been met, but not later than ten (10) days, or such time as the Parties may mutually agree, and such postponed date

shall constitute the new Closing Date for all purposes hereunder. The following conditions must be satisfied as of the Closing Date:

A. The obligation of Purchaser to consummate this Agreement is contingent upon the satisfaction of each of the following conditions on or prior to the Closing Date. The Parties specifically acknowledge and agree that these contingencies shall remain in full force and effect through the Closing Date.

(i) The representations and warranties of Seller to Purchaser contained herein will be true and correct in all material respects as of the Closing Date, in each case as if made again on and as of such date;

(ii) All of the covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects;

(iii) On the Closing Date, Seller shall have delivered to Purchaser duly executed Closing documents as specified below;

(iv) For each Contract that is identified in Exhibit "1-B", Seller shall have obtained all required consents of third parties necessary for Purchaser to assume Seller's rights and obligations thereunder.

(v) Purchaser shall have received written notice confirming that Seller's computer data is transferable/able to be converted to Purchaser's computer network.

B. The obligation of Seller to consummate this Agreement is subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

(i) The representations and warranties of Purchaser to Seller contained herein shall be true and correct in all material respects as of the Closing Date, in each case as if made again on and as of such date;

(ii) All of the covenants to be complied with or performed by Purchaser on or before the Closing Date shall have been duly complied with and performed in all material respects;

(iii) On the Closing Date, Purchaser shall have delivered to Seller duly executed Closing documents as specified below; and

(iv) At the Closing, Purchaser shall deliver the Deposit to Seller which shall be utilized as a credit to the Year One payment provided in ¶3B.

14. Seller's Deliveries at Closing. On the Closing Date, Seller shall deliver to Purchaser, in form and substance reasonably satisfactory to Purchaser and Purchaser's counsel:

A. One or more bills of sale and general assignments conveying to Purchaser the Assets described in Exhibit "1-A";

B. One or more assignments assigning the Contracts described in Exhibit "1-B" hereto to Purchaser;

C. The Covenant Not to Compete as required under ¶20 hereof;

D. Any appropriate and applicable resolution of the shareholders and directors of Seller authorizing Seller to consummate the transaction contemplated by this Agreement; and

E. Such other instruments and further assurances of conveyance and such other certificates or other documentation as Purchaser may reasonably require and request.

15. Purchaser's Deliveries at Closing. On the Closing Date, Purchaser shall deliver to Seller, in form and substance reasonably satisfactory to Seller and Seller's counsel:

A. The Deposit which shall be utilized as a credit to the Year One payment provided in ¶3B;

B. Any appropriate and applicable resolution of shareholders and directors of Purchaser authorizing Purchaser to consummate the transactions contemplated by this Agreement; and

C. Such other instruments and further assurances of conveyance and such other certificates or other documentation as Seller may reasonably require and request.

16. Risk of Loss. The risk of loss or damage to the Assets shall be upon Seller at all times prior to the Closing. In the event of such loss or damage, Seller will promptly notify Purchaser of such loss and/or damage. Notwithstanding the foregoing, if damage or loss totaling more than Five Thousand Dollars (\$5,000) is suffered by the Assets as reasonably determined by Purchaser, prior to the Closing Date, Purchaser shall have the option to terminate this Agreement within fourteen (14) days of Purchaser's receipt of written notice of the extent of such loss or damage. Said termination option shall be exercised by written notice to Seller and shall be effective immediately.

17. Breach.

A. Should the Purchaser violate or fail to fulfill and perform any of the material terms and conditions of this Agreement after five (5) days written notice from Seller and Seller is not then in default hereunder, then in such a case, Seller shall be entitled to the Deposit or reimbursement for the actual costs of the Seller incurred in this transaction including, but not limited to, accountant fees and attorney fees, and the delivery of the Deposit or said reimbursement shall be the sole remedy of Seller for such breach. Upon payment of the aforesaid amount to Seller, the Parties shall be free of all liability to each other.

B. Should the Seller violate or fail to fulfill and perform any of the material terms and conditions of this Agreement after five (5) days written notice from Purchaser and Purchaser is not then in default hereunder, then in such a case, the Deposit shall be returned to the Purchaser and Purchaser shall be entitled to reimbursement for the actual costs of the Purchaser incurred in this transaction including, but not limited to, accountant fees and attorney fees. In the alternative, the Purchaser may initiate an action for specific performance.

18. Indemnification.

A. Subject to the other provisions of this ¶18, Seller undertakes and agrees to indemnify and hold Purchaser harmless from and against:

(i) Any and all liabilities attributable to Seller's use of the Assets and operation of the Business prior to the Closing Date;

(ii) Any and all Damages (as defined below) suffered by Purchaser by virtue of a breach by Seller of the terms of this Agreement; and

(iii) Any liens on the Assets arising from Seller's operation of the Business prior to Closing.

B. Subject to the other provisions of this ¶18, Purchaser undertakes and agrees to indemnify and hold Seller harmless from and against:

(i) Any and all liabilities attributable to Purchaser's use of the Assets and operation of the Business after the Closing Date; and

(ii) Any and all of Damages (as defined below) suffered by Seller by virtue of a breach by Purchaser of the terms of this Agreement.

C. "Damages", as used in this ¶18, means all losses, liabilities, obligations, acts, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs, expenses (including without limitation, reasonable fees and disbursements of counsel and other experts, including reasonable costs and expenses incurred in investigation), damages, and damage awards against Purchaser or Seller, whether suit is instituted or not and, if instituted, whether at any trial or appellate level, with respect to any and all of the specific matters set forth in this indemnity.

D. The representations and warranties of Seller and of Purchaser contained in this Agreement and all claims and causes of action related thereto shall survive the consummation of the transactions contemplated hereby for a period of one (1) year without regard to any investigation made by any of the Parties hereto.

E. Any Party seeking indemnification hereunder (the "Indemnified Party") shall promptly give to the Party obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a written notice ("Claim Notice") describing in reasonable detail the facts

giving rise to any claims for indemnification hereunder and shall include in such a Claim Notice (if then known) the amount or the method of computation of the amount of such claim; provided, however, that a Claim Notice with respect to any action or suit by or against a third person as to which indemnification will be sought shall be given as soon as practicable after the action or suit is commenced; and provided further, that failure to give such notice shall not relieve the Indemnitor of its obligations hereunder except to the extent it shall have been materially prejudiced by such failure.

19. Transitional Matters.

A. Each Party agrees that it will reasonably cooperate and make available (or cause to be made available) to the other Party during normal business hours, all books and records and information (without substantial disruption of normal business activities) retained and remaining in existence after the Closing Date which are necessary or useful in connection with any tax inquiry, audit, or dispute, any litigation or investigation or any other matter requiring any such books and records and information for any reasonable business purpose (a "Permitted Use"). The Party requesting any such books, records and information shall bear all of the out-of-pocket costs and expenses reasonably incurred in connection with providing such books, records and information. All information received pursuant to this ¶19 shall be kept confidential in accordance with the terms hereof by the Party receiving it, except to the extent that disclosure is reasonably necessary in connection with any Permitted Use.

B. Seller and Purchaser shall each (i) provide the other with such assistance as may reasonably be requested by either of them in connection with the preparation of any return, audit, or other examination by any taxing authority or judicial or administrative proceedings relating to liability for any taxes; (ii) retain and provide the other with any records or other information that may be relevant to such return, audit or examination proceedings relating to liability for any taxes; and (iii) provide the other with any final determination of any such audit or examination, proceeding, or determination that affects any amount required to be shown on any tax return of the other for any period. Without limiting the generality of the foregoing, Purchaser and Seller shall retain (or cause to be retained), until the applicable statutes of limitations (including any extensions) have expired, copies of all tax returns, supporting work schedules, and other records or information that may be relevant to such returns for all tax periods or portions thereof ending on or before the Closing Date.

C. As soon as practicable following the Closing Date and prior to any deadlines established by any taxing authority, Seller shall pay all of its debts and liabilities including, but not limited to, any liability for taxes with respect to the period ending on or before the Closing Date.

D. Except as otherwise provided herein, the obligations under this ¶19 shall be limited to a period of one (1) year.

E. In the event that payments due to Purchaser for services provided by Purchaser subsequent to Closing are paid to Seller and/or deposited in Seller's account, then Seller shall remit such payments to Purchaser within five (5) days of receipt of same.

20. Covenant Not to Compete. In order to permit the Purchaser to preserve the Business to be transferred hereunder without competition from Seller, Strausser and Heisler agree to execute a Covenant Not to Complete in favor of Purchaser. The full terms of the said Covenant Not to Compete are embodied in the attached Exhibit "1-E" which shall be executed at the Closing. For two (2) years following the Closing Date, Strausser and Heisler will not, directly or indirectly, within the United States and its territories, enter into or engage generally in direct competition with the Purchaser in the business of third party collection agent, either as an individual or as a partner or through a joint venture, as an employee or agent for any person, as an officer, director, or shareholder of any corporation, or otherwise. This covenant on the part of Strausser and Heisler shall be construed as an agreement independent of any other provision of this Agreement; and the existence of any claim or cause of action of Seller against Purchaser, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Purchaser of this covenant. The Parties acknowledge and agree that Strausser's performance of the duties and obligations pursuant to the Independent Contractor Agreement referenced in ¶4 will be permissible under the Covenant Not to Compete.

21. Expenses. Except as otherwise expressly set forth in this Agreement, each Party shall bear its own legal and other fees and expenses incurred in connection with negotiating, executing and performing this Agreement. Seller agrees to pay all taxes, if any, which are due as a result of the transfer of the Assets.

22. Telephone Numbers. Seller owns the telephone numbers and the facsimile number as set forth in Exhibit "22", and the listings relating to said numbers, and has the right to control telephone directory advertising. Seller, at the time of Closing, shall assign and transfer to Purchaser all of Seller's rights to use the telephone and facsimile numbers and listings and the benefit of telephone directory advertising. Any cost associated with such assignment and transfer shall be paid for by Purchaser.

23. P.O. Boxes. Seller shall provide to Purchaser a comprehensive list of all Post Office Box numbers (the "P.O. Boxes") utilized by Seller and the manner in which and the purpose for which the P.O. Boxes are utilized. Purchaser shall then provide to Seller instructions as to how each of the P.O. Boxes should be forwarded to Purchaser after the Closing Date. Seller, at the time of Closing, shall assign and transfer to Purchaser all of Seller's rights to each of the P.O. Boxes. At Closing, Seller shall confirm that each of the P.O. Boxes has been forwarded pursuant to the Purchaser's instructions.

24. Brokers' Fees. The Parties acknowledge and agree that Kaulkin Ginsberg Company is the sole broker who is entitled to a commission under this Agreement. Purchaser shall compensate Michael Ginsberg through a separate agreement. Except as disclosed in writing to the other, Purchaser and Seller warrant and represent that neither has contacted any other person, firm or corporation, whether broker or otherwise, that would claim a commission and/or finder's fee with respect to this Agreement. In the event that any claim is asserted against Seller or Purchaser by any other person, firm or corporation, whether broker or otherwise, claiming a commission and/or finder's fee with respect to this Agreement as a result of any alleged act, representation or promise of Purchaser or Seller, Purchaser or Seller, shall indemnify and save harmless the other from any such claim, and in the event any such claim shall be made against Purchaser or Seller as

a result of any alleged act, representation or promise of the other or such party shall likewise indemnify and save harmless Purchaser or Seller from any such claim.

25. Bulk Sales. The Seller agrees to fully comply with any and all obligations, if any, related to Pennsylvania bulk sales tax. Specifically, the Seller agrees to hold the Purchaser harmless from any liability or expense in connection with any and all bulk sales tax requirements related to the transactions contemplated by this Agreement.

26. Lease of Real Property. The Parties acknowledge and agree that Purchaser will not request or require a lease assignment or negotiation of a new lease agreement for Seller's office space located at 36 West Main Street, Bloomsburg, PA.

27. Escrow Agreement. The Parties hereto have requested that certain monies be held in escrow as set forth hereinabove to be applied at Closing in accordance with this Agreement. It is understood that the Escrow Agent is merely responsible for the safe keeping of the Deposit and shall not be required to determine any questions of fact or law. Should this Agreement, in accordance with the terms hereof, be terminated, and the liabilities of the Parties hereto ended, the Escrow Agent shall return the Deposit in accordance with the terms of this Agreement. In the event of a reasonable dispute, the Escrow Agent shall pay the Deposit into court upon being instructed to do so by either Party. A Party may commence an action against the Escrow Agent only if the Escrow Agent fails to pay the Deposit into court within ten (10) days of being so instructed by either Party. The Escrow Agent shall not be entitled to a fee for services as escrow agent.

28. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and permitted assigns, and no other person or entity shall have any right (whether third party beneficiary or otherwise) hereunder. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

29. Notices. All notices, demands and other communications pertaining to this Agreement ("Notices") shall be in writing addressed as follows:

A. If to Seller: The Remit Corporation
36 West Main Street
Bloomsburg, PA 17815

B. With a copy to: Harry A. Strausser, III
990 Columbia Hill Road
Bloomsburg, PA 17815

Dwayne J. Heisler
116 Martin Drive
Catawissa, PA 17820

Raymond Kessler, Esquire
644 Bloom Street
Danville, PA 17821

C. If to Purchaser: Eastern Revenue, Inc.
Kyle Shanahan, President
998 Old Eagle School Road
Suite 1204
Wayne, PA 19087

D. With a copy to: Christopher Mazullo, Esquire
Mazullo & Murphy, PC
8 East Court Street
Doylestown, PA 18901

E. Except as expressly provided herein to the contrary, Notices required hereunder shall be deemed given three (3) business days after being mailed by certified or registered United States mail, postage prepaid, return receipt requested, or on the first business day after being sent, prepaid, by any nationally recognized overnight courier that issues a receipt or other confirmation of delivery. Any Party may change the address to which Notices under this Agreement are to be sent to it by giving written notice of a change of address in the manner provided in this Agreement for giving Notice.

30. Receipt of Collection Fees After Closing.

A. Any monies owed by Seller to Seller's Clients on the Closing Date shall remain the obligation of the Seller. In the event that Purchaser elects to pay a Client of the Seller on behalf of the Seller, said payment shall be credited to Purchaser on behalf of the Purchase Price.

B. All fees earned prior to the Closing Date by Seller but collected after the Closing Date by Purchaser shall be forwarded by Purchaser to Seller. Purchaser shall have no obligation to pursue collection of said fees earned prior to the Closing Date by Seller but shall reasonably cooperate with Seller in Seller's efforts to pursue collection. Purchaser's obligations under this paragraph shall cease three (3) months after the Closing Date and any fees earned prior to the Closing Date by Seller and received by Purchaser more than three (3) months after the Closing Date shall become the property of Purchaser.

31. General Provisions.

A. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any Party at any time to require performance by the other of any provision of this Agreement shall not affect such Party's right thereafter to enforce the same; (ii) no waiver by any Party of any default by the other Party shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting Party, and no such waiver shall be taken or held to be a waiver by such Party of any other preceding or subsequent default; and (iii) no extension of time granted by any Party for the performance of any obligation or act by the other Party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

B. This Agreement (including the Exhibits hereto, which are deemed incorporated by reference herein and made a part hereof) constitutes the entire agreement between

the Parties with respect to the subject matter hereof and referenced herein, and supersedes and terminates any prior agreements between the Parties (written or oral) with respect to the subject matter hereof. No agreements, understandings, promises or representations of any kind have been made or relied upon by any of the Parties hereto except as provided herein. This Agreement may not be altered or amended except by an instrument in writing signed by the Party against whom enforcement of any such alteration or amendment is sought.

C. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law, and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

D. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

E. All sums payable by either Party under this Agreement shall be reckoned in and paid in lawful money of the United States of America.

F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A faxed or electronic signature of any Party shall be considered to have the same binding legal effect as an original signature.

G. Captions and paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

H. In the performance of this Agreement, time shall be of the essence.

I. The terms and provisions of this Agreement shall survive Closing as provided herein and the execution and delivery of other documents required hereunder shall not be merged therein except to the extent that such later documents are fundamentally inconsistent with or revoke the terms of this Agreement.

J. In the event that any action or proceeding is commenced with regard to the subject matter of this Agreement: (i) the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorney's fees and costs incurred in said action or proceeding reimbursed by the non-prevailing Party, and (ii) if either party hereto becomes a party or witness ("involved party") in any action or proceeding as a result of an act or omission (or alleged act or omission) by a Party hereto, said Party committing said act or omission shall reimburse the involved party's reasonable attorney's fees and costs related to or arising from said involvement.

[the remainder of this page left intentionally blank; signature page follows]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

SELLER: The Remit Corporation

By: Harry A. Strausser
President

As to Paragraph 20

Harry Strausser
Harry Strausser

Dwayne J. Heister
Dwayne J. Heister

PURCHASER: Eastern Revenue, Inc.

Kyle Shanahan
Kyle Shanahan, President

Chris De Frain
Witness

Chris De Frain
Witness

Chris De Frain
Witness

[Signature]
Witness

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "1-A"

INCLUDED ITEMS OF TANGIBLE PERSONAL PROPERTY

1. Server explanation
2. Software explanation
3. Trademarks
4. Intellectual Property
5. Phone and Fax information
6. Email address information
7. Domain information
8. Website addresses and content narratives

The Parties agree that the remainder of Exhibit "1-A" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit.

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "1-B"

INCLUDED CONTRACTS

The Parties agree that Exhibit "1-B" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit.

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "I-D"

CLIENT LIST

The Parties agree that Exhibit "I-D" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit.

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "1-E"

COVENANT NOT TO COMPETE

See Attached

COVENANT NOT TO COMPETE

This Covenant Not To Compete (the "Covenant") is made this 1st day of May 2017, by and among Harry Strausser, III and Dwayne J. Heisler (hereinafter collectively referred to as the "Restricted Parties") and Eastern Revenue, Inc. (hereinafter referred to as the "Purchaser").

WHEREAS, The Remit Corporation, as Seller, and Purchaser are parties to that certain Asset Purchase Agreement dated December 27th 2016 (the "APA") pursuant to the terms of which The Remit Corporation sold substantially all of its Assets (as defined in the APA) to Purchaser; and

WHEREAS, Strausser and Heisler are the shareholders and officers of The Remit Corporation; and

WHEREAS, in connection with the sale of the Assets to the Purchaser, the Restricted Parties agreed to execute and deliver this Covenant; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the APA.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the Restricted Parties and the Purchaser agree as follows:

1. Covenant Not to Compete.

A. The Restricted Parties agree that for two (2) years from the date of this Covenant, they will not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation or other entity, own or possess any interest in any full service collection agency, or in any business which is otherwise competitive with the business of Purchaser as it exists on the date of this Covenant, operating within the United States and its territories. The restrictions in this section shall not restrict or prohibit Strausser from performing services for the Purchaser as provided in the APA.

B. During the term of this Covenant, and without limiting the restrictions set forth in paragraph 1(A) above, the Restricted Parties will not:

(i) request that any Clients as identified in the APA curtail or cancel their business with Purchaser; and

(ii) request that any former, current or prospective clients of the Purchaser curtail or cancel their business with Purchaser; and

(iii) induce, or attempt to influence, any employee or independent contractor of the Purchaser during the term of this Covenant to terminate his/her employment or contractual relationship with Purchaser or to enter into any employment or other business relationship with any other person, firm or corporation.

C. The Restricted Parties shall not perform any act in violation of this Covenant by themselves or through any other person or entity, or through any plan, scheme, or design calculated to circumvent the requirements hereof.

D. The Restricted Parties acknowledges and agrees that the restrictions set forth in this Covenant are reasonable as to duration and geography, that they are fully enforceable, and with the advice of counsel, waive any objection thereto and covenant to institute no suit or proceeding or otherwise advance any position or contention to the contrary.

E. Seller acknowledges that the restrictions contained in this Covenant are reasonable and necessary to protect the legitimate interests of Purchaser and constitute a material inducement to Purchaser to enter into the APA and consummate the transactions contemplated by the APA. In the event that any provision contained in this Covenant should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such provision, and such provision shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law. The provisions contained in this Covenant are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

2. Remedies for Breach. The Restricted Parties acknowledge and agree that immediate and irreparable damage will result to Purchaser if the Restricted Parties breach any of the terms and conditions of this Covenant and that Purchaser does not have an adequate remedy at law to protect its rights and interests as set forth in this Covenant. Accordingly, upon a judicial determination of any material breach of this Covenant, the Restricted Parties hereby consent to the entry of temporary, preliminary and/or permanent injunctive relief by any court of competent jurisdiction against them to restrain any such breach, in addition to any other remedies or claims for money damages which Purchaser may seek; and the Restricted Parties agrees to render an equitable accounting of all earnings, profits, and other benefits arising from such violations. Any claim for money damages pursuant to a material breach of this Covenant shall not be limited in any way by the allocation of the Purchase Price under the APA referenced above.

3. Attorney's Fees. If either party commences any action at law or equity to enforce or interpret the terms of this Agreement and is the prevailing party in such action, then the non-prevailing party agrees to pay to the prevailing party its reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief and/or damages to which the prevailing party may be entitled.

4. Unenforceable Provisions. In the event that a court of competent jurisdiction determines that any covenant set forth in this Covenant is unenforceable, in whole or in part, for any reason, including, without limitation, its duration, scope or Purchaser's remedies for any breach thereof, as set forth above, then such covenant shall not be void, but rather shall be enforced to the extent that such covenant is deemed to be enforceable by said court, as if originally executed in that form by the Restricted Parties and the Purchaser.

5. Miscellaneous.

A. All notices, demands and other communications ("Notices") pertaining to this Covenant shall be in writing addressed to the Restricted Parties and the Purchaser as set forth below:

If to the Restricted Parties: Harry A. Strausser, III
990 Columbia Hill Road
Bloomsburg, PA 17815

Dwayne J. Heisler
116 Martin Drive
Catawissa, PA 17820

With a copy to: Raymond Kessler, Esquire
644 Bloom Street
Danville, PA 17821

If to Purchaser: Eastern Revenue, Inc.
Kyle Shanahan, President
998 Old Eagle School Road
Suite 1204
Wayne, PA 19087

With a copy to: Christopher Mazullo, Esquire
Mazullo & Murphy, PC
8 East Court Street
Doylestown, PA 18901

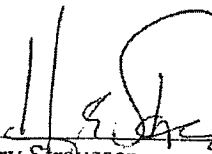
Except as expressly provided herein to the contrary, Notices required hereunder shall be deemed given three (3) business days after being mailed by certified or registered United States mail, postage prepaid, return receipt requested, or on the first business day after being sent, prepaid, by any nationally recognized overnight courier that issues a receipt or other confirmation of delivery. Any party may change the address to which Notices under this Agreement are to be sent to it by giving written notice of a change of address in the manner provided in this Agreement for giving Notice.

B. This Agreement constitutes the entire agreement between the Restricted Parties and the Purchaser and supersedes all prior negotiations, understandings and agreements, whether oral or written, of any nature whatsoever with respect to the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between Purchaser and the Restricted Parties. This Agreement shall not be changed, modified and terminated except in writing signed by the Restricted Parties and the Purchaser.

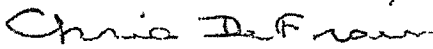
C. The validity, interpretation, construction and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and all actions to enforce this Agreement must be brought within the Commonwealth of Pennsylvania.

D. Purchaser shall have the right, but not the obligation, to assign this Covenant and Purchaser's rights hereunder in whole, but not in part, to any corporation, limited liability company or other entity to which Purchaser may transfer the assets purchased under the Asset Purchase Agreement.

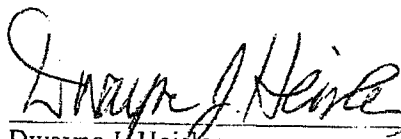
IN WITNESS WHEREOF, the Restricted Parties and the Purchaser have set their hands and seals as of the date written above.




Harry Strausser



Witness




Dwayne J. Heister

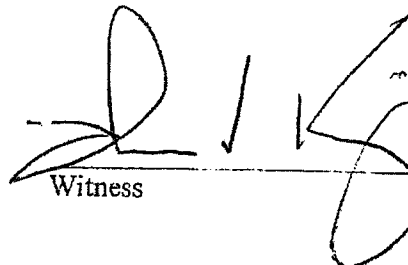


Witness

Eastern Revenue, Inc.



Kyle Shanahan, President



Witness

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "2-B"

EXCLUDED ITEMS OF TANGIBLE PERSONAL PROPERTY

The Parties agree that Exhibit "2-B" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit.

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "2-C"

EXCLUDED CONTRACTS

The Parties agree that Exhibit "2-C" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit.

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "6"

ALLOCATION

1. Goodwill: \$ _____
2. Covenant Not to Compete: \$ _____

The Parties agree that the remainder of Exhibit "6" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "8-B"

LIENS

The Parties agree that Exhibit "8-B" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit.

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "8-D"

LITIGATION

None

ASSET PURCHASE AGREEMENT

Dated December __, 2016
Eastern Revenue, Inc. ("Purchaser")
The Remit Corporation ("Seller")

Exhibit "22"

TELEPHONE NUMBERS

The Parties agree that Exhibit "22" will be completed on or before February 28, 2017. The Parties agree to act in good faith with regard to the preparation and completion of this Exhibit.

EXHIBIT B

01/02/2014

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date							
		Number Assign	Amount	Number Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec %	Last Assign	
113	NORTHEASTERN LAB MEDICINE	54	5267.52	5	273.60	135.76	233	22561.07	5223.24	23.2	2628	288831.34	69687.91	24.1	12/26/2013
159	WAT FEDERAL CREDIT UNION	0	0.00	1	150.00	75.00	0	0.00	1800.00	0.0	11	127578.89	54350.77	42.6	10/30/1992
166	HORIZON FEDERAL CREDIT UNION	10	1192.34	0	0.00	0.00	87	32832.20	5977.10	18.2	755	723777.04	149629.21	20.7	12/23/2013
167	GNADEN HUETTEN MEM HOSP	394	244918.27	54	6306.61	1839.46	4789	3613755.84	137166.56	3.8	61382	27421085.76	2205926.05	8.0	12/31/2013
168	GNADEN HUETTEN MEM HOSP	285	230305.98	17	2242.85	875.02	3525	2199965.24	31659.36	1.4	30274	13140387.62	386286.63	2.9	12/11/2013
208	ORTHOPAEDIC CONSULTANTS	21	6902.27	1	78.95	41.45	125	49083.38	3709.75	7.6	1058	639480.71	33484.95	5.2	12/09/2013
222	PALMERTON HOSPITAL	224	117466.48	48	7286.99	1715.80	2750	1806782.59	76353.71	4.2	45072	14935967.93	1572854.92	10.5	12/31/2013
271	SUSQUEHANNA HEALTH OB/GYN	40	4488.47	6	357.26	98.20	369	206911.44	6773.39	3.3	1508	671310.32	125811.96	18.7	12/07/2013
388	MEMORIAL HOSPITAL INC	0	0.00	18	2167.99	568.64	818	740531.88	40356.58	5.4	11355	5557211.04	524467.45	9.4	10/29/2013
451	AMERICAN ADJUSTMENT BUREAU	0	0.00	1	75.00	30.00	0	0.00	900.00	0.0	592	372950.65	19383.25	5.2	01/28/2010
617	FIRST COLUMBIA BANK & TRUST CO	9	4093.04	17	867.69	312.82	142	78139.66	24146.38	30.9	2556	1026634.15	189225.23	18.4	12/07/2013
686	SUSQUEHANNA MRI	0	0.00	8	780.00	235.13	185	57182.69	18893.77	33.0	6779	2746961.96	500097.84	18.2	06/28/2013
695	MCGUIRE DDS, EUGENE J	5	1319.44	1	103.95	38.95	10	5498.07	892.21	16.2	303	130871.00	37402.25	28.6	12/03/2013
746	FIRST COLUMBIA BANK & TRUST CO	0	0.00	1	25.00	12.50	0	0.00	1015.78	0.0	196	296125.40	80990.52	27.4	03/31/2006
749	MUNCY FAMILY PRACTICE	2	302.00	0	0.00	0.00	29	6200.38	1207.13	19.5	608	63330.19	14774.44	23.3	12/13/2013
857	ENTERLINES FLOWERS & GREENHOUSES	0	0.00	1	77.15	40.55	5	394.40	77.15	19.6	354	19713.25	4839.57	24.5	10/02/2013
881	ALL SPORTS AMERICA	4	19774.91	0	0.00	0.00	4	19774.91	150.00	0.8	116	427021.14	173959.41	40.7	12/03/2013
888	UNIFUND CCR PARTNERS	3	13701.01	149	47035.05	11313.02	148	4065918.15	568812.59	14.0	3884	29061381.70	4124235.28	14.2	12/11/2013
899	COLUMBIA CHILD DEV PROGRAM	1	389.00	1	152.20	53.27	11	2077.76	474.24	22.8	267	46750.96	12511.59	26.8	12/07/2013
967	BRANTON, DR SHAWN	0	0.00	2	100.95	52.44	15	3809.70	1071.18	28.1	892	106778.86	27163.41	25.4	10/25/2013
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The Remit Corporation

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date				Year To Date				Total To Date					
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec %	Last Assign
990	LOYALSOCK ANIMAL HOSPITAL	0	0.00	2	133.95	37.28	11	5466.33	1272.59	23.3	297	92725.38	13548.46	14.6	11/14/2013
1054	FIRST CHOICE MEDICAL	0	0.00	2	300.20	139.43	85	10977.64	2977.32	27.1	608	91707.85	26796.09	29.2	11/29/2013
1065	GREENBERG MD, GWEN S	3	875.72	0	0.00	0.00	3	875.72	100.00	11.4	89	10233.98	2939.26	28.7	12/05/2013
1083	SERVICE ELECTRIC CABLE TV	0	0.00	1	374.76	112.43	0	0.00	2840.43	0.0	8735	2390701.25	573023.76	24.0	01/23/2012
1084	HIGHLANDS REGIONAL MED CENTER	0	0.00	2	125.00	31.25	0	0.00	3626.00	0.0	28362	9851181.55	836924.51	8.5	12/09/2004
1125	SUSQUEHANNA PHYSICIAN SVCS/LR	0	0.00	1	42.98	13.71	0	0.00	107.98	0.0	6786	540128.44	87718.89	16.2	11/28/2001
1157	SUSQUEHANNA HEALTH SYSTEMS	0	0.00	1	30.94	13.92	0	0.00	99.69	0.0	3335	536971.31	20995.98	3.9	02/11/2003
1158	SUSQUEHANNA HEALTH SYSTEMS	0	0.00	1	112.75	52.91	0	0.00	165.47	0.0	23018	6035477.86	159610.14	2.6	03/11/2003
1213	COLUMBIA COUNTY PRISON	0	0.00	5	367.90	98.90	416	362772.22	14181.48	3.9	5534	3633919.12	220907.69	6.1	11/19/2013
1239	PEOPLE FIRST FCU	18	75342.06	8	769.85	335.92	223	872045.91	40689.12	4.7	1777	5875128.65	272526.38	4.6	12/18/2013
1249	GREATER COL MED TRANSPT SVC	27	20782.52	2	210.95	55.70	447	383295.57	24062.76	6.3	2026	1457320.22	153605.09	10.5	12/13/2013
1254	BLOOMSBURG HOSPITAL, THE	157	201672.60	81	12731.97	4939.70	5345	4351359.18	159732.25	3.7	46497	24965960.78	1401500.93	5.6	12/13/2013
1258	TOWN OF BLOOMSBURG	0	0.00	5	420.00	127.75	2446	143615.00	111026.76	77.3	34519	1803405.31	1456012.54	80.7	07/15/2013
1322	CLEARFIELD COUNTY JAIL	6	8015.00	8	737.22	310.99	510	456154.45	9102.45	2.0	6509	6314781.10	184689.30	2.9	12/11/2013
1323	POCONO MEDICAL CENTER	887	787604.13	152	25334.44	5938.21	11905	10489151.56	268147.94	2.6	141143	98268215.19	3905404.58	4.0	12/23/2013
1324	POCONO MEDICAL CENTER	25	13438.16	2	200.00	82.37	316	448665.42	3551.36	0.8	1470	1855120.40	270796.39	14.6	12/23/2013
1327	POCONO MEDICAL CENTER	17	17144.05	2	228.95	45.70	223	229327.41	17604.81	7.7	2695	2786850.77	160331.17	5.8	12/20/2013
1328	POCONO MEDICAL CENTER	109	32050.89	11	907.07	220.79	1291	281613.50	8345.25	3.0	12203	2543087.55	185657.54	7.3	12/23/2013
1346	SUSQUEHANNA CARDIOLOGY ASC PC	0	0.00	2	93.25	35.21	0	0.00	7484.33	0.0	4912	1477663.75	102097.65	6.9	07/21/2011
1370	SUSQUEHANNA PHYSICIAN SERVICES	1690	150896.78	345	13926.12	3567.19	18766	1895318.19	205270.84	10.8	166708	11930482.61	1584210.32	13.3	12/31/2013

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date			Last Assign				
		Number Assign	Amount Assign	Number Collected	Amount Collectd	Agency Earned	Number Assign	Amount Assign	Amount Collectd	Rec %		Amount Collectd	Rec %		
1416	AKHTAR MD, M NAYEEM	11	1926.46	2	320.92	160.46	106	16543.85	2882.79	17.4	1384	260515.68	31619.97	12.1	12/03/2013
1492	PITNEY BOWES EMPLOYEE FCU	0	0.00	7	1981.69	48.42	16	45016.45	13420.99	29.8	495	2096864.93	359079.63	17.1	10/25/2013
1513	LOYALSOCK CHIROPRACTIC	4	2578.10	1	20.00	7.00	15	6086.94	6431.25	105.7	277	120374.06	26992.98	22.4	12/26/2013
1518	BLOOMSBURG EMERGENCY PHYS LLC	0	0.00	10	934.37	239.52	0	0.00	18000.74	0.0	19993	4613709.07	551735.55	12.0	09/19/2012
1526	FERENZI MEDICAL PC	0	0.00	3	175.12	49.70	45	13211.44	2167.74	16.4	477	103235.58	17082.74	16.5	11/06/2013
1555	HIGHLANDS REGIONAL MED CENTER	0	0.00	1	50.00	26.97	0	0.00	546.05	0.0	8860	3437664.08	55268.88	1.6	03/12/2009
1556	REMIT CORP/DH1	0	0.00	2	203.95	103.95	0	0.00	8404.38	0.0	567	2298669.09	554539.54	24.1	11/14/2003
1577	REMIT CORP/HAS III	0	0.00	1	20.00	1.00	0	0.00	185.00	0.0	90	357824.96	41581.08	11.6	06/24/2009
1578	PRESS ENTERPRISE	3	296.89	5	1257.87	329.26	50	25988.06	9831.41	37.8	676	256863.33	98666.23	38.4	12/29/2013
1598	REMIT CORP/JV3WELLS FARGO	0	0.00	1	78.95	22.70	0	0.00	947.40	0.0	65	227377.73	33477.86	14.7	06/14/2004
1626	CAMPUS USA CREDIT UNION	0	0.00	1	75.00	37.50	0	0.00	825.00	0.0	52	247628.97	12044.54	4.9	12/10/2012
1636	DANVILLE CHILD DEVELOPMENT CENTER	0	0.00	1	153.95	56.45	2	1492.80	1634.85	109.5	46	37622.57	12719.71	33.8	10/09/2013
1651	A WOMAN'S PLACE OB/GYN	1	300.00	3	891.23	365.56	70	11839.64	1973.74	16.7	371	138823.20	18255.11	13.1	12/03/2013
1667	REMIT CORP/DH2	0	0.00	1	100.00	50.00	0	0.00	4371.14	0.0	264	1356789.84	274944.29	20.3	09/08/2005
1670	CATV SERVICE INC	0	0.00	1	383.25	38.32	0	0.00	5696.71	0.0	3688	764145.22	244042.83	31.9	11/03/2010
1677	RAB PERFORMANCE RECOVERIES	0	0.00	3	1605.00	388.71	0	0.00	16309.44	0.0	2328	2301283.76	349167.99	15.2	04/09/2009
1679	REMIT CORP/JV4/SHEKINAH	0	0.00	1	100.00	25.00	0	0.00	3122.34	0.0	295	769061.82	78343.21	10.2	01/05/2006
1705	REMIT CORP/DH3	0	0.00	11	713.17	366.46	0	0.00	19286.69	0.0	278	1334078.93	244079.69	18.3	10/24/2006
1712	SLOTTERBACK, DAN	0	0.00	1	253.95	91.45	0	0.00	2285.55	0.0	44	62954.41	17226.23	27.4	04/14/2008
1719	FAMILY TRUST FEDERAL CREDIT UNION	0	0.00	9	301.15	107.96	304	227879.09	16694.19	7.3	2782	1807920.82	111329.31	6.2	10/18/2013
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01/02/2014

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date				Year To Date				Total To Date					
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec %	
1720	FAMILY TRUST FEDERAL CREDIT UNION	0	0.00	1	78.95	30.20	0	0.00	821.32	0.0	144	430264.84	27265.49	6.3	12/26/2008
1721	FAMILY TRUST FEDERAL CREDIT UNION	0	0.00	19	2624.94	939.27	301	694779.08	36933.77	5.3	2216	5125579.62	166255.59	3.2	10/18/2013
1722	REMIT CORP/HS1	0	0.00	1	103.95	38.95	0	0.00	1784.28	0.0	143	777548.93	113857.70	14.6	07/17/2007
1724	REMIT CORP/HS3/EVAN	0	0.00	1	10.00	2.50	0	0.00	997.65	0.0	87	475389.54	80680.29	17.0	08/28/2007
1725	REMIT CORP/JV5/CREDIGY	0	0.00	2	113.95	31.45	0	0.00	1871.10	0.0	66	114617.18	50074.00	43.7	08/16/2007
1726	REMIT CORP/MANNING	0	0.00	2	157.90	45.40	0	0.00	2711.85	0.0	64	322320.63	54600.36	16.9	03/26/2010
12900	RAEMORE DMD, DAVID N	2	299.60	1	110.00	36.66	2	299.60	193.00	64.4	59	15622.13	1005.84	6.4	12/03/2013
12929	NASIR MD, MAHMOOD	2	126.82	0	0.00	0.00	62	38746.35	738.51	1.9	376	292563.83	14021.74	4.8	12/07/2013
12934	PHILHAVEN	0	0.00	1	25.00	6.25	0	0.00	275.00	0.0	1	4032.76	2685.00	66.6	11/20/1997
13529	POLICE & FIRE FCU VIII/AMI	0	0.00	1	103.95	38.95	0	0.00	4578.35	0.0	391	1190530.67	251152.15	21.1	04/27/2007
13629	POLICE & FIRE FCU VI/AMI	0	0.00	1	100.00	35.00	0	0.00	1100.00	0.0	90	824167.40	110806.71	13.4	06/17/2005
13728	POLICE & FIRE FCU VIII/AMI	0	0.00	3	161.85	64.35	0	0.00	5395.66	0.0	346	1237520.13	274263.00	22.2	04/27/2006
14029	SUN BANK IV/AMI	0	0.00	1	25.00	8.75	0	0.00	369.14	0.0	66	283812.56	70899.57	25.0	10/07/2004
14129	SUN BANK III/AMI	0	0.00	1	75.00	26.25	0	0.00	678.95	0.0	146	751566.29	210638.15	28.0	09/29/2003
14429	PROVIDIAN II/AMI	0	0.00	1	30.00	10.50	0	0.00	210.00	0.0	206	573822.27	148347.88	25.9	09/09/2003
14629	POLICE & FIRE FCU V/AMI	0	0.00	3	287.90	92.15	0	0.00	8143.54	0.0	631	2491356.46	684618.22	27.5	11/29/2004
14729	POLICE & FIRE FCU III/AMI	0	0.00	2	157.90	60.40	0	0.00	923.70	0.0	379	1603104.73	529700.47	33.0	12/04/2000
14840	PFCN/AMI	0	0.00	4	503.95	58.30	0	0.00	4096.25	0.0	622	2477019.00	707387.62	28.6	01/30/2002
15229	VALLEY INDEPENDENT(CIRC)	0	0.00	1	25.00	7.50	0	0.00	275.00	0.0	1	5765.93	5500.00	95.4	03/13/1997
16729	NORTHERN CENTRAL BK/AMI	0	0.00	1	15.00	5.25	0	0.00	180.00	0.0	1390	3447262.85	1109479.21	32.2	01/14/2005
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The Remit Corporation

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date			Last Assign				
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16730	NCB II/AMI	0	0.00	2	133.95	49.45	0	0.00	567.90	0.0	280	973710.84	432457.62	44.4	06/17/1997
18529	POLICE & FIRE FCU II/AMI	0	0.00	1	70.00	24.50	0	0.00	3055.00	0.0	485	2339071.59	593057.43	25.4	07/12/1999
18729	DISCOVER CARD/AMI	0	0.00	1	28.95	12.70	0	0.00	446.44	0.0	803	2884773.38	679342.74	23.5	01/11/1996
19440	CITIBANK II/AMI	0	0.00	2	207.90	77.90	0	0.00	1867.15	0.0	155	1217775.05	102810.93	8.4	04/26/2007
19529	LOCK HAVEN FCU/AMI	0	0.00	1	203.95	73.95	0	0.00	3774.50	0.0	49	289725.56	85148.21	29.4	08/25/1998
19728	PROVIDIAN/AMI	0	0.00	1	53.95	21.45	0	0.00	647.40	0.0	239	466233.86	156938.33	33.7	06/05/2003
19729	MERIDIAN BANK/AMI	0	0.00	6	335.00	67.25	0	0.00	3630.00	0.0	3797	23180755.63	4028990.99	17.4	06/11/2002
21629	POLICE & FIRE FCU/AMI	0	0.00	1	50.00	5.00	0	0.00	1075.00	0.0	606	3047867.97	710707.57	23.3	08/28/2000
21730	REMIT CORP/SUN EAST 1	0	0.00	3	1132.74	214.09	0	0.00	7115.87	0.0	144	780721.10	87635.30	11.2	01/08/2008
21731	REMIT CORP/DH4	0	0.00	3	260.00	80.00	0	0.00	12334.05	0.0	230	1116691.77	241297.78	21.6	11/20/2007
21733	REMIT CORP/SUN EAST 2	0	0.00	4	508.09	180.39	0	0.00	9229.22	0.0	155	705527.22	96630.33	13.7	01/08/2008
21736	ST CATHERINE REGIONAL HOSPITAL	0	0.00	1	30.23	6.95	0	0.00	1618.83	0.0	3483	2007269.03	39890.69	2.0	06/25/2009
21738	POTTSVILLE EMERGENCY PHYS LLC	1291	648295.29	55	8336.47	2155.19	7764	3833324.23	153987.71	4.0	37151	15895327.11	566643.06	3.6	12/31/2013
21746	EVANGELICAL MSO	3941	547889.65	15	1715.49	452.57	4325	642581.18	10398.90	1.6	11361	1617910.05	126825.19	7.8	12/23/2013
21747	EVANGELICAL MSO ER	848	181240.32	41	3983.69	1031.46	5248	1147590.12	53770.39	4.7	24703	4595515.75	299114.02	6.5	12/18/2013
21749	REMIT CORP/EC1	0	0.00	6	438.95	177.95	0	0.00	8417.17	0.0	178	655451.99	129168.80	19.7	04/02/2008
21753	EVANGELICAL HOSPITAL	763	754524.00	262	34898.58	8272.93	6517	5516663.96	543386.50	9.8	43082	26223501.55	2392188.86	9.1	12/29/2013
21755	BUDGET STORE & LOCK SELF STORAGE	2	1376.20	2	48.95	17.45	171	78936.76	2102.95	2.7	674	324272.40	4999.04	1.5	12/20/2013
21756	OSI OF CENTRAL PA	0	0.00	2	258.05	80.17	0	0.00	258.05	0.0	187	52804.59	5120.66	9.7	09/12/2011
21764	REMIT CORP/EC2/SUN EAST 3	0	0.00	2	232.90	86.65	0	0.00	3478.35	0.0	123	573893.33	40384.00	7.0	06/25/2008
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01/02/2014 11:05:25

The Remit Corporation

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date			Last Assign
		Number Assign	Amount Assign	Number Collected	Amount Assign	Number Assign	Amount Collected	Rec %	Amount Assign	Amount Collected	Rec %
21766	REMIT CORP/JV6/STERLING	0	0.00	1	200.00	50.00	0	0.00	1000.00	0.0	37 98041.49 35711.95 36.4 07/08/2008
21772	CHRISTOPHER SNYDER DO DBA	9	1185.59	3	403.64	177.76	87	13788.99	4526.31	32.8	194 25827.57 7593.54 29.4 12/31/2013
21792	PINNACLE FINANCE	0	0.00	1	106.00	31.80	0	0.00	3312.33	0.0	33 181162.92 32034.73 17.7 02/15/2010
21798	ALBERGO, DR. ROBERT	18	3822.96	10	1299.77	434.21	135	30667.74	10271.50	33.5	854 175935.70 47394.84 26.9 12/07/2013
21800	REMIT CORP/JV7/AMERICHOICE	0	0.00	1	100.00	25.00	0	0.00	3556.65	0.0	215 307217.58 32744.50 10.7 01/16/2009
21801	REMIT CORP/DH5	0	0.00	9	574.51	280.67	0	0.00	11828.24	0.0	171 654609.16 118062.21 18.0 01/22/2009
21802	BLOOMSBURG SPORTSPLEX	2	374.00	1	157.50	57.69	26	5692.25	3023.51	53.1	362 85652.05 26014.12 30.4 12/03/2013
21814	PENDURTHI, T KUMAR	0	0.00	2	115.58	43.02	3	3415.00	-927.37	-27.2	606 261219.67 16109.71 6.2 03/05/2013
21831	AMI TRUST 1/CITIBANK	0	0.00	5	434.75	159.86	0	0.00	7097.04	0.0	208 1107386.96 66193.56 6.0 08/05/2009
21843	MIFFLINBURG COMMUNITY AMBULANCE SERVICE	3	2790.59	2	153.95	41.45	64	61107.76	10223.97	16.7	273 238297.72 22094.08 9.3 12/20/2013
21845	PENNS VALLEY EMERGENCY MEDICAL SERVICES	10	11886.63	1	800.00	200.00	39	42737.87	5234.64	12.2	201 188943.55 8491.03 4.5 12/17/2013
21846	WARRIOR RUN AREA AMBULANCE	0	0.00	3	326.95	84.70	153	146623.95	17083.27	11.7	702 651045.53 42107.57 6.5 11/26/2013
21849	PALMERTON HOSPITAL	141	122184.62	16	1948.98	758.10	1942	1326000.56	28333.19	2.1	10078 5440006.45 101635.07 1.9 12/11/2013
21855	REMIT CORP/MH3	0	0.00	10	1721.80	448.11	0	0.00	33785.18	0.0	959 2642452.96 203073.08 7.7 12/10/2009
21864	REMIT CORP/DH6/NOTEBILL 01	0	0.00	8	2505.18	1260.49	0	0.00	26878.57	0.0	370 1410252.62 177191.83 12.6 02/03/2010
21865	AMI TRUST 2/CHASE	0	0.00	12	1569.65	567.35	0	0.00	38437.08	0.0	369 1398751.76 118160.61 8.4 02/03/2010
21867	HEALTH SERVICES PHARMACY	1	242.54	0	0.00	0.00	1	242.54	0.00	0.0	11 1480.33 0.00 0.0 12/29/2013
21868	SUSQUEHANNA INFUSION SERVICES	1	781.77	0	0.00	0.00	1	781.77	1695.56	216.9	38 26226.14 3512.64 13.4 12/03/2013
21869	SUSQUEHANNA HOME CARE & HOSPICE	0	0.00	1	10.00	3.50	24	13653.13	190.85	1.4	113 37914.07 1878.50 5.0 08/25/2013

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date				Year To Date				Total To Date				Last Assign	
		Number Assign	Amount	Number Collected	Amount	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected		Rec %
21873	REMIT CORP/DH7/NOTEBILL 02	0	0.00	16	2004.58	904.60	0	0.00	35169.30	0.0	369	1454688.59	142864.54	9.8	03/30/2010
21878	POTTSVILLE EMERGENCY PHYS LLC - W/C	0	0.00	1	655.00	163.75	0	0.00	1702.36	0.0	560	158666.00	15760.49	9.9	06/16/2010
21881	ROBERT BRUNOZZI JR	0	0.00	2	64.00	25.60	0	0.00	239.00	0.0	3	5946.50	469.00	7.9	05/18/2010
21883	GNADEN HUETTEN MEM HOSP	35	8198.31	3	107.75	27.82	484	162043.47	11376.14	7.0	1883	630752.30	32344.82	5.1	12/31/2013
21884	PALMERTON HOSPITAL	43	14204.35	9	750.32	178.65	387	116531.80	6606.99	5.7	1239	455588.93	31294.82	6.9	12/31/2013
21887	BRANDYWINE ACCOUNTS MANAGEMENT INC	0	0.00	1	150.00	37.50	0	0.00	1650.00	0.0	2	6049.63	3600.00	59.5	03/20/2011
21892	BLACKSTONE CAREER INSTITUTE	5	2039.28	2	402.28	136.75	144	52622.59	3220.96	6.1	478	251339.58	16248.37	6.5	12/11/2013
21893	REMIT CORP/DH8/NOTEBILL 03	0	0.00	8	1007.94	513.84	0	0.00	26068.68	0.0	376	1093313.39	74238.46	6.8	07/26/2010
21894	HERITAGE FINANCIAL RECOVERY SERVICES INC	1	4515.87	0	0.00	0.00	6	71694.60	7247.60	10.1	27	419809.32	13897.17	3.3	12/10/2013
21901	BETHESDA FAMILY SERVICES FOUNDATION	1	660.00	0	0.00	0.00	1	660.00	0.00	0.0	6	2535.90	250.00	9.9	12/11/2011
21906	BONNIE E B OSTERWALD MD PC	0	0.00	2	444.95	158.30	236	66742.77	4606.31	6.9	555	189278.64	10626.91	5.6	11/26/2010
21915	REMIT CORP/JV8/M&T BANK	0	0.00	5	1290.80	334.54	0	0.00	18962.21	0.0	152	866374.84	42483.26	4.9	03/11/2011
22022	Conemaugh Memorial Medical Center	0	0.00	19	1089.75	254.62	0	0.00	19873.83	0.0	8683	33882289.37	2962652.56	8.7	09/22/2010
22023	Windber Medical Center	351	156022.01	55	4060.77	1038.05	3368	1658919.50	121924.43	7.3	26807	13246266.18	943807.11	7.1	12/13/2011
22068	Clifton E. Dietz DMD	0	0.00	1	346.34	89.55	0	0.00	496.34	0.0	142	29671.03	9407.75	31.7	07/12/2010
22076	RD Copeland Inc.	1	2891.93	0	0.00	0.00	25	99670.18	2792.60	2.8	61	192381.99	22184.70	11.5	12/11/2010
22111	REMIT CORP/TW1/CASH CALL	0	0.00	3	128.95	35.20	0	0.00	2656.65	0.0	52	150198.51	12365.40	8.2	04/13/2010
22112	MILTON FIRE DEPARTMENT	0	0.00	3	2024.70	509.13	94	78519.42	5488.32	7.0	295	258897.79	10594.11	4.1	11/26/2010

Page: 8
01/02/2014

The Remit Corporation

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date		
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %
22151	DH/CFSI 5512	0	0.00	1	200.00	70.00	0	0.00	2603.95	0.0
22153	DH/CFSI 5692	0	0.00	3	175.00	20.00	0	0.00	3760.00	0.0
22156	REMIT CORP/DH9/NOTEBILL 04	0	0.00	4	341.11	88.24	0	0.00	7171.46	0.0
22159	REMIT CORP/JV9/BYRIDER	0	0.00	1	115.00	28.75	0	0.00	3216.35	0.0
22164	ROBBINS MASONRY LLC	0	0.00	1	250.00	62.50	0	0.00	2300.00	0.0
22168	UNIFUND CCR LLC	11	85028.03	55	15355.12	3564.40	523	8733267.98	245993.71	2.8
22170	CREDITSPHERE LLC	0	0.00	2	100.00	34.99	0	0.00	1432.20	0.0
22172	1337 RENTAL LLC	0	0.00	2	103.95	38.95	16	44197.76	810.55	1.8
22173	COMMUNITY HEALTH ASSOCIATES	66	16655.79	3	400.37	106.02	831	208825.24	6326.77	3.0
22175	RELANCE HOSE COMPANY #1 AMBULANCE	5	5420.40	1	103.95	28.95	76	66402.05	4629.74	7.0
22188	REMIT CORP/DH10/NOTEBILL 05	0	0.00	1	78.95	30.20	0	0.00	789.50	0.0
22190	KEYSTONE PEST MANAGEMENT	2	189.26	0	0.00	0.00	12	1572.15	123.90	7.9
22191	BERWICK AREA AMBULANCE ASSOCIATION INC	54	42211.66	2	547.05	136.76	252	204538.34	3604.10	1.8
22193	TRI-COMMUNITY AMBULANCE ASSOC	0	0.00	1	225.00	56.25	25	18006.23	225.00	1.2
22201	NATIONAL RECOVERY AGENCY	0	0.00	10	1872.38	948.02	21500	8918158.25	50539.75	0.6
22202	REMIT CORP/DH11	0	0.00	1	25.00	0.00	292	3070328.08	146.52	0.0
22204	REMIT CORP/DL1	0	0.00	3	5053.95	1712.71	292	3056372.61	5093.95	0.2
22209	MEADVILLE AREA AMBULANCE SVC	23	16653.05	3	1622.90	411.65	625	335772.72	4518.00	1.3
22212	Valley Regional Fire and Rescue	246	198200.49	1	103.95	28.95	246	198200.49	103.95	0.1

The Remit Corporation

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date			Last Assign
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22214	CHRISTIANA COMMUNITY AMBULANCE	27	15477.90	2	210.00	52.50	72	34569.59	285.00	0.8	12/17/2013
22217	LAKE HARMONY RESUCE SQUAD	13	8062.50	1	315.00	78.75	36	24943.87	1650.81	6.6	12/16/2013
Agency Totals:		11934	4844681.00	1876	253725.94	68826.45	112260	74041368.75	3759840.37	5.0	
Agency Recovery							935205	535582200.35	46608762.14	8.7	

Client Activity Report

Client #	Name	Month To Date			Year To Date			Total To Date		
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113	NORTHEASTERN LAB MEDICINE	34	3036.23	3	84.53	213	23517.95	2841	312349.29	74955.11 24.0 12/26/2014
159	WAT FEDERAL CREDIT UNION	0	0.00	1	150.00	0	0.00	11	127578.89	56150.77 44.0 10/30/1992
166	HORIZON FEDERAL CREDIT UNION	4	299.26	1	100.00	70	29839.56	825	753616.60	155614.52 20.6 12/24/2014
167	GNADEN HUETTEN MEM HOSP	378	286658.87	51	5492.34	3663	2625860.11	65045	30046945.87	2321954.92 7.7 12/30/2014
168	GNADEN HUETTEN MEM HOSP	229	165858.77	24	2886.19	3480	2466821.80	33754	15607467.00	417034.54 2.7 12/6/2014
198	MID-ATLANTIC STONE CENTER	0	0.00	1	2966.40	6	32082.60	148	331081.03	110530.99 33.4 6/27/2014
208	ORTHOPAEDIC CONSULTANTS	9	5409.17	1	200.00	117	61094.54	1175	700575.25	35528.25 5.1 12/4/2014
215	BLOOMSBURG PSYCHOLOGICAL CENTER	4	722.00	0	0.00	34	6635.12	442	70552.35	20526.58 29.1 12/17/2014
222	PALMERTON HOSPITAL	260	197214.16	44	4298.21	2296	1518470.42	47368	16454448.35	1636652.68 9.9 12/30/2014
267	KANDULA SURGICAL ASC	0	0.00	2	225.00	0	0.00	1300	427758.52	46216.19 10.8 10/6/2013
271	SUSQUEHANNA HEALTH OB/GYN	0	0.00	7	1180.69	441	130087.68	1949	801398.00	141004.37 17.6 11/11/2014
349	TRAWIN ED.D, NANCY L	1	109.35	0	0.00	2	146.35	91	17511.76	2050.05 11.7 12/20/2015
388	MEMORIAL HOSPITAL INC	211	137510.84	102	14603.31	6043	4403937.91	17398	9961148.95	602430.81 6.0 1/2/2015
414	HELLER'S GAS INC	0	0.00	1	300.00	235	177332.56	975	721271.39	10060.65 1.4 5/29/2014
451	AMERICAN ADJUSTMENT BUREAU	0	0.00	1	75.00	0	0.00	592	372950.65	20283.25 5.4 1/28/2010
575	CATALANO MD PC, ANTHONY	0	0.00	1	30.00	47	19319.72	1704	503137.26	67516.14 13.4 11/20/2014
617	FIRST COLUMBIA BANK & TRUST CO	0	0.00	9	795.20	95	41468.13	2651	1068102.28	205406.92 19.2 10/9/2014
686	SUSQUEHANNA MRI	0	0.00	3	258.10	11	2209.81	6790	2749171.77	517021.29 18.8 3/16/2014
695	MCGUIRE DDS, EUGENE J	2	431.59	0	0.00	3	1077.95	306	131948.95	38114.10 28.9 12/1/2014
703	YAVOREK MD, HENRY G	16	5193.02	0	0.00	55	21857.76	935	409786.41	33928.17 8.3 12/1/2014

The Remit Corporation

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Client Activity Report

1/2/2015

Client #	Name	Month To Date			Year To Date				Total To Date						
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec %	Last Assign
1324	POCONO MEDICAL CENTER	3	2647.76	3	250.00	91.50	166	230057.09	4053.97	1.8	1636	2085177.49	274850.36	13.2	12/24/2014
1327	POCONO MEDICAL CENTER	17	28159.26	3	208.00	47.84	142	285582.59	7834.57	2.7	2837	3072433.36	168165.74	5.5	12/19/2014
1328	POCONO MEDICAL CENTER	61	90213.37	4	475.16	109.29	970	436847.91	16280.09	3.7	13173	2979935.46	201937.63	6.8	12/19/2014
1346	SUSQUEHANNA CARDIOLOGY ASC PC	0	0.00	1	-5.00	-1.60	0	0.00	945.70	0.0	4912	1477663.75	103043.35	7.0	7/21/2011
1370	SUSQUEHANNA PHYSICIAN SERVICES	1133	134234.67	274	17575.53	4393.67	16146	1580359.03	239766.50	15.2	182854	13510841.64	1823976.82	13.5	12/24/2014
1416	AKHTAR MD, M NAYEEM	14	1190.29	1	201.39	100.69	106	12940.96	2800.40	21.6	1490	273456.64	34420.37	12.6	12/24/2014
1487	STRAUSSER JR, HARRY A	0	0.00	1	50.00	17.50	0	0.00	357.90	0.0	121	488379.80	137762.03	28.2	8/3/2005
1492	PITNEY BOWES EMPLOYEE FCU	0	0.00	3	580.15	108.04	8	43702.71	11971.03	27.4	503	2140567.64	371050.66	17.3	11/26/2014
1513	LOYALSOCK CHIROPRACTIC	0	0.00	1	20.00	7.00	19	5147.41	1113.46	21.6	296	125521.47	28106.44	22.4	11/6/2014
1518	BLOOMSBURG EMERGENCY PHYS LLC	0	0.00	7	1022.27	255.57	0	0.00	15179.32	0.0	19993	4613709.07	566914.87	12.3	9/19/2012
1526	FERENZI MEDICAL PC	9	835.46	1	50.00	12.50	58	6735.90	1294.52	19.2	535	109971.48	18377.26	16.7	12/12/2014
1556	REMIT CORP/DH1	0	0.00	1	50.00	25.00	0	0.00	2119.75	0.0	567	2298669.09	556659.29	24.2	11/14/2003
1577	REMIT CORP/HAS III	0	0.00	1	15.00	0.75	0	0.00	160.00	0.0	90	357824.96	41741.08	11.7	6/24/2009
1578	PRESS ENTERPRISE	5	948.71	1	150.00	37.50	58	23325.02	11838.16	50.8	734	280188.35	110504.39	39.4	12/2/2014
1598	REMIT CORP/JV3/WELLS FARGO	0	0.00	1	75.00	18.75	0	0.00	907.90	0.0	65	227377.73	34385.76	15.1	6/14/2004
1621	FIRST COLUMBIA BANK & TRUST CO	0	0.00	1	478.82	167.59	0	0.00	616.95	0.0	197	41009.55	9418.51	23.0	6/17/2008
1626	CAMPUS USA CREDIT UNION	0	0.00	1	75.00	37.50	0	0.00	2884.10	0.0	52	247628.97	14928.64	6.0	12/10/2012
1645	SOLLEY HEALTH FIRST CHIROPRACTIC	1	4732.25	2	162.91	48.87	61	39951.42	1616.16	4.0	569	206832.61	23125.08	11.2	12/17/2014
1646	TIMES SHAMROCK WEEKLY	0	0.00	1	340.80	119.28	11	20392.51	1499.07	7.4	1027	440362.12	123067.40	27.9	11/13/2014
1651	A WOMAN'S PLACE OB/GYN	5	906.50	1	37.50	13.12	46	8808.61	1686.46	19.1	417	147631.81	19941.57	13.5	12/24/2014

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Client Activity Report

1/2/2015

Client #	Name	Month To Date			Year To Date			Total To Date			Last Assign				
		Number Assign	Amount	Number Collected	Agency Earned	Number Assign	Amount	Rec %	Number Assign	Amount		Amount Collected	Rec %		
14629	POLICE & FIRE FCU V/AMI	0	0.00	1	100.00	35.00	0	0.00	-1817.99	0.0	631	2491356.46	682800.23	27.4	11/29/2004
14840	PFCV/AMI	0	0.00	3	265.00	82.75	0	0.00	3786.85	0.0	622	2477019.00	711174.47	28.7	1/30/2002
19440	CITIBANK II/AMI	0	0.00	2	200.00	70.00	0	0.00	2715.80	0.0	155	1217775.05	105526.73	8.7	4/26/2007
19529	LOCK HAVEN FCU/AMI	0	0.00	1	200.00	70.00	0	0.00	2407.90	0.0	49	289725.56	87556.11	30.2	8/25/1998
19728	PROVIDIAN/AMI	0	0.00	1	50.00	17.50	0	0.00	607.90	0.0	239	466305.19	157546.23	33.8	6/5/2003
19729	MERIDIAN BANK/AMI	0	0.00	4	130.00	15.50	0	0.00	6173.94	0.0	3797	23181542.85	4035164.93	17.4	6/11/2002
21629	POLICE & FIRE FCU/AMI	0	0.00	1	50.00	5.00	0	0.00	925.00	0.0	606	3047867.97	711632.57	23.3	8/28/2000
21731	REMIT CORP/DH4	0	0.00	2	60.00	30.00	0	0.00	4423.95	0.0	230	1116691.77	245721.73	22.0	11/20/2007
21733	REMIT CORP/SUN EAST 2	0	0.00	3	304.95	106.73	0	0.00	4742.34	0.0	155	705527.22	101372.67	14.4	1/8/2008
21738	POTTSVILLE EMERGENCY PHYS LLC	922	403000.11	47	4190.23	1047.53	6439	3231350.82	145678.56	4.5	43590	19126677.93	712321.62	3.7	1/2/2015
21746	EVANGELICAL MSO	0	0.00	1	100.00	25.00	1452	141357.12	16650.42	11.8	12813	1759267.17	143475.61	8.2	2/27/2014
21747	EVANGELICAL MSO ER	21	4692.42	32	3616.11	906.97	3193	660487.48	72787.49	11.0	27892	5255039.23	371901.51	7.1	12/17/2014
21749	REMIT CORP/EC1	0	0.00	3	536.10	145.44	0	0.00	5656.50	0.0	178	655451.99	134825.30	20.6	4/2/2008
21753	EVANGELICAL HOSPITAL	0	0.00	111	9027.90	2076.39	1660	1520095.47	356407.43	23.4	44740	27740921.11	2748596.29	9.9	3/31/2014
21755	BUDGET STORE & LOCK SELF STORAGE	29	14341.33	1	10.00	3.00	230	110684.98	831.60	0.8	904	434957.38	5830.64	1.3	1/2/2015
21764	REMIT CORP/EC2/SUN EAST 3	0	0.00	1	75.00	26.25	0	0.00	2094.75	0.0	123	573893.33	42478.75	7.4	6/25/2008
21766	REMIT CORP/JV6/STERLING	0	0.00	2	150.00	37.50	0	0.00	1150.00	0.0	37	99903.05	36861.95	36.9	7/8/2008
21772	CHRISTOPHER SNYDER DO DBA	6	833.90	1	94.94	47.47	80	11935.94	5187.52	43.5	274	37763.51	12781.06	33.8	12/9/2014
21792	PINNACLE FINANCE	0	0.00	3	1085.79	68.13	0	0.00	8022.12	0.0	33	181162.92	40056.85	22.1	2/15/2010
21800	REMIT CORP/JV7/AMERICA CHOICE	0	0.00	2	160.00	40.00	0	0.00	3735.80	0.0	215	307274.58	36480.30	11.9	1/16/2009
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1/2/2015 11:19:34

Client Activity Report

1/22/2015

Client #	Name	Month To Date			Year To Date						Total To Date		
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected
21801	REMIT CORP/DHS												
21802	BLOOMSBURG SPORTSPLEX	0	0.00	9	299.00	137.00	0	0.00	4538.95	0.0	171	654609.16	122601.16
21831	AMI TRUST 1/CITIBANK	0	0.00	1	510.00	178.50	13	2324.50	1454.75	62.6	375	87976.55	27468.87
21845	PENNS VALLEY EMERGENCY MEDICAL SERVICES	0	0.00	4	397.87	139.25	0	0.00	12968.90	0.0	208	1107386.96	79162.46
21846	WARRIOR RUN AREA AMBULANCE	3	1677.00	4	373.60	93.40	54	43531.03	4833.55	11.1	255	232474.58	13324.58
21847	WHITE DEER TWP VOL FIRE CO	0	0.00	2	207.00	51.75	157	151891.76	14119.79	9.3	859	802937.29	56227.36
21849	PALMERTON HOSPITAL	0	0.00	1	1124.68	281.17	47	35136.89	3234.03	9.2	197	163439.28	16401.24
21854	EAST PENN SELF STORAGE	123	127328.67	13	2249.35	859.93	1885	1480310.49	41487.19	2.8	11963	6920316.94	143122.26
21855	REMIT CORP/PMH3	0	0.00	2	1227.36	368.21	67	61590.99	2004.03	3.3	241	214156.16	2772.98
21859	KREISHER & GREGOROWICZ	0	0.00	7	698.10	244.33	0	0.00	17913.11	0.0	959	2642452.96	220886.19
21864	REMIT CORP/DH6/NOTEBILL 01	1	1262.13	1	488.35	122.09	20	30270.00	1931.90	6.4	49	70143.33	2573.24
21865	AMI TRUST 2/CHASE	0	0.00	6	635.00	317.50	0	0.00	29117.99	0.0	370	1410252.62	206309.82
21868	SUSQUEHANNA INFUSION SERVICES	0	0.00	10	1390.00	486.50	0	0.00	19388.87	0.0	369	1398751.76	137549.48
21869	SUSQUEHANNA HOME CARE & HOSPICE	2	238.62	0	0.00	0.00	12	3224.99	298.81	9.3	50	29451.13	3811.45
21873	REMIT CORP/DH7/NOTEBILL 02	5	6050.00	1	128.76	45.06	43	23724.35	2219.26	9.4	156	61638.42	4097.76
21881	ROBERT BRUNOZZI JR	0	0.00	16	2210.00	1083.50	0	0.00	29642.59	0.0	369	1454688.59	172507.13
21883	GNADEN HUETTEN MEM HOSP	0	0.00	1	25.00	10.00	0	0.00	365.00	0.0	3	5946.50	834.00
21884	PALMERTON HOSPITAL	38	21675.52	5	415.00	95.45	446	177368.11	12168.84	6.9	2329	808120.41	44513.66
21892	BLACKSTONE CAREER INSTITUTE	13	8553.20	1	100.00	23.00	210	138960.34	8131.69	5.9	1449	594549.27	39426.51
		0	0.00	5	487.00	162.36	206	75328.06	4512.75	6.0	684	326667.64	20761.12

Client Activity Report

1/2/2015

Client #	Name	Month To Date				Year To Date				Total To Date					
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec %	Last Assign
21893	REMIT CORP/DH8/NOTEBILL 03														
21894	HERITAGE FINANCIAL RECOVERY SERVICES IN	0	0.00	6	422.75	211.36	0	0.00	14361.15	0.0	376	1093313.39	88599.61	8.1	7/26/2010
21906	BONNIE E B OSTERWALD MD PC	0	0.00	1	75.00	18.75	3	29326.13	1725.00	5.9	30	449135.45	15622.17	3.5	6/4/2014
21915	REMIT CORP/JV8/M&T BANK	0	0.00	2	166.67	58.33	97	11183.00	3264.18	29.2	652	200461.64	13891.09	6.9	8/22/2014
22022	Conenaugh Memorial Medical Center	0	0.00	5	5718.97	1429.74	0	0.00	23485.48	0.0	152	866374.84	65968.74	7.6	3/1/2011
22023	Windber Medical Center	0	0.00	11	725.00	149.74	0	0.00	22088.07	0.0	8683	33882289.37	2984740.63	8.8	9/22/2010
22068	Clifton E. Dietz DMD	235	129304.74	67	5507.26	1395.51	2855	1445565.61	97369.63	6.7	29662	14691831.79	1041176.74	7.1	12/4/2014
22069	Gerard Plumbing & Heating	4	1079.23	0	0.00	0.00	4	1079.23	0.00	0.0	146	30750.26	9407.75	30.6	12/5/2014
22111	REMIT CORP/TW1/CASH CALL	3	8061.91	0	0.00	0.00	32	25647.40	11634.91	45.4	283	149735.31	46397.01	31.0	12/24/2014
22122	HAS III/BALLY'S	0	0.00	4	179.00	44.75	0	0.00	2327.75	0.0	52	150198.51	14693.15	9.8	4/13/2011
22127	HAS III/HNB/AUTO	0	0.00	1	511.30	127.82	0	0.00	1511.30	0.0	298	460798.26	8810.14	1.9	7/6/2011
22130	DH/CFSI 5007	0	0.00	2	400.00	100.00	0	0.00	2000.00	0.0	54	404351.45	19148.71	4.7	9/22/2011
22131	DH/CFSI 5307	0	0.00	2	101.00	22.85	0	0.00	3174.36	0.0	270	992339.00	10894.74	1.1	11/2/2011
22136	Wildemore MD LLC, John K	0	0.00	5	97.50	9.74	0	0.00	1047.50	0.0	515	896635.69	8248.55	0.9	11/2/2011
22141	CAR FUND/5561	6	1601.34	1	120.00	42.00	10	2132.62	292.80	13.7	64	11270.84	1902.48	16.9	12/17/2014
22142	CAR FUND/5562	0	0.00	4	420.00	47.00	0	0.00	5840.00	0.0	121	705248.48	33168.99	4.7	12/5/2011
22143	CAR FUND/5568	0	0.00	3	65.00	16.50	0	0.00	6717.31	0.0	113	643961.40	31863.57	4.9	12/5/2011
22144	CAR FUND/5573	0	0.00	3	650.00	65.00	0	0.00	5110.00	0.0	127	706276.76	18090.36	2.6	12/5/2011
22145	CAR FUND/5580	0	0.00	1	100.00	35.00	0	0.00	1200.00	0.0	74	509700.95	3611.10	0.7	12/5/2011
		0	0.00	10	1030.03	146.00	0	0.00	16501.61	0.0	332	1712947.25	78775.28	4.6	5/21/2012

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Client Activity Report

Client #	Name	Month To Date				Year To Date				Total To Date				
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec % Last Assign
22258	VALLEY COMMUNITY AMBULANCE ASSOCIATION	4	3310.61	1	100.00	25.00	114	96659.32	1075.90	1.1	114	96659.32	1075.90	1.1 12/16/2014
22260	SPENCERS CHROME PARTS & SERVICE	2	3013.39	0	0.00	0.00	2	3013.39	0.00	0.0	2	3013.39	0.00	0.0 12/9/2014
Agency Totals:		5345	3300914.40	1635	258136.25	71744.38	77582	45165795.25	3395843.96	7.5	1020479	570926934.82	47288627.22	8.2
Agency Recovery														

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date							
		Number Assign	Amount Assign	Number Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec % Last Assign		
113	NORTHEASTERN LAB MEDICINE	23	1710.64	6	462.63	176.91	272	31856.90	5579.98	17.5	3113	344206.19	80535.09	23.4	12/22/2015
159	WAT FEDERAL CREDIT UNION	0	0.00	1	150.00	75.00	16	8586.29	1800.00	21.0	27	136165.18	57950.77	42.6	9/24/2015
166	HORIZON FEDERAL CREDIT UNION	2	87.90	1	34.90	12.21	63	15618.76	2406.33	15.4	888	769235.36	158020.85	20.5	12/11/2015
167	GNA DEN HUETTEN MEM HOSP	397	268440.21	82	8671.77	2066.46	3494	2462197.41	81651.95	3.3	68639	32509143.28	2403606.87	7.4	12/29/2015
168	GNA DEN HUETTEN MEM HOSP	191	144382.31	22	1091.05	428.87	3357	2187251.48	29794.89	1.4	37111	17794718.48	446829.43	2.5	12/3/2015
208	ORTHOPAEDIC CONSULTANTS	0	0.00	8	320.55	152.77	113	48699.00	6130.47	12.6	1288	749274.25	41658.72	5.6	11/18/2015
222	PALMERTON HOSPITAL	179	152634.03	58	5686.91	1496.72	2272	1726575.92	67658.89	3.9	49640	18181024.27	1704311.57	9.4	12/28/2015
271	SUSQUEHANNA HEALTH OB/GYN	0	0.00	1	48.00	12.00	4	976.38	6242.54	639.4	1953	802374.38	147246.91	18.4	3/5/2015
349	TRAWIN ED.D, NANCY L	0	0.00	1	32.50	16.25	4	944.36	272.50	28.9	95	18456.12	2322.55	12.6	11/24/2015
388	MEMORIAL HOSPITAL INC	138	80004.00	57	6913.71	1728.41	2328	1751709.45	127906.76	7.3	19726	11712861.40	730337.57	6.2	12/29/2015
451	AMERICAN ADJUSTMENT BUREAU	0	0.00	1	75.00	30.00	0	0.00	900.00	0.0	592	372950.65	21183.25	5.7	1/28/2010
617	FIRST COLUMBIA BANK & TRUST CO	11	2918.53	18	1664.64	582.61	121	43919.30	22924.24	52.2	2772	1112021.58	228331.16	20.5	12/4/2015
686	SUSQUEHANNA MRI	0	0.00	3	98.05	43.26	0	0.00	8183.19	0.0	6790	2749171.77	525204.48	19.1	3/16/2014
690	PHONE BOOK, THE	0	0.00	1	500.00	125.00	17	8469.08	2853.09	33.7	375	145575.17	46633.30	32.0	10/5/2015
746	FIRST COLUMBIA BANK & TRUST CO	0	0.00	1	20.30	10.15	0	0.00	875.61	0.0	206	300414.78	83877.46	27.9	1/29/2014
888	UNIFUND CCR PARTNERS	47	229531.86	99	11184.20	2666.67	292	2608337.27	349471.74	13.4	4545	34547616.94	4901816.52	14.2	12/10/2015
899	COLUMBIA CHILD DEV PROGRAM	2	225.12	0	0.00	0.00	6	405.28	0.00	0.0	282	48585.71	13312.88	27.4	12/4/2015
952	SCRANTON ANIMAL HOSPITAL	0	0.00	1	20.00	10.00	1	444.21	205.00	46.1	335	56595.90	6161.19	10.5	2/5/2015
967	BRANTON, DR SHAWN	1	140.00	0	0.00	0.00	12	2998.60	70.00	2.3	919	113009.26	27433.41	24.3	12/9/2015
1054	FIRST CHOICE MEDICAL	32	4208.93	3	338.28	162.22	116	15254.46	1450.72	9.5	856	116597.45	29448.11	25.3	12/18/2015
The Remit Corporation															
1/4/2016 15:50:45															

Client Activity Report

1/4/2016

Client #	Name	Month To Date			Year To Date			Total To Date		
		Number	Amount	Assigned	Number	Amount	Assigned	Number	Amount	Assigned
1084	HIGHLANDS REGIONAL MED CENTER	0	0.00		3	328.28	82.06	0	0.00	
1213	COLUMBIA COUNTY PRISON	28	28458.18		19	1675.00	469.25	427	386063.17	
1239	PEOPLE FIRST FCU	0	0.00		5	568.67	248.83	143	698149.59	
1249	GREATER COL MED TRANSPT SVC	9	7737.85		6	2434.21	608.55	365	272484.62	
1254	GEISINGER BLOOMSBURG HOSPITAL	0	0.00		11	970.00	368.60	234	285827.14	
1258	TOWN OF BLOOMSBURG	0	0.00		26	2019.59	204.95	2428	157453.00	
1322	CLEARFIELD COUNTY JAIL	44	36498.66		5	367.71	128.70	596	535960.89	
1323	POCONO MEDICAL CENTER	0	0.00		78	4038.80	949.31	3350	3437606.64	
1324	POCONO MEDICAL CENTER	0	0.00		5	160.00	50.40	7	2311.66	
1327	POCONO MEDICAL CENTER	0	0.00		4	244.00	56.12	88	101414.93	
1328	POCONO MEDICAL CENTER	0	0.00		5	235.00	54.05	544	209702.81	
1346	SUSQUEHANNA CARDIOLOGY ASC PC	0	0.00		3	45.00	14.40	0	0.00	
1370	SUSQUEHANNA PHYSICIAN SERVICES	1317	114703.21		301	19175.54	4793.55	15797	1483387.55	
1416	AKHTAR MD, M NAYEEM	0	0.00		1	170.16	85.08	85	15971.73	
1431	BLOOMSBURG MEDICAL SUPPLY	0	0.00		1	100.79	35.27	28	7552.13	
1487	STRAUSSER JR, HARRY A	0	0.00		1	50.00	17.50	0	0.00	
1492	PITNEY BOWES EMPLOYEE FCU	3	23615.24		1	100.00	0.00	17	64204.02	
1513	ADVANCED PAIN MGMT AND REHAB	6	839.89		3	325.96	114.08	40	11393.40	
1518	BLOOMSBURG EMERGENCY PHYS LLC	0	0.00		1	10.00	2.50	0	0.00	
1526	FERENZI MEDICAL PC	11	4681.91		4	378.58	94.64	64	14812.97	

1/4/2016

Client Activity Report

The Remit Corporation

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1556	REMIT CORP/DH1	0	0.00	2	250.00	61.00	0	0.00	11978.27	0.0	567	2298669.09	568637.56	24.7 11/14/2003
1588	TRINITY CHILD CARE	1	432.00	0	0.00	0.00	2	1273.10	0.00	0.0	25	19017.52	4626.13	24.3 12/1/2015
1598	REMIT CORP/JV3WELLS FARGO	0	0.00	1	21.72	5.43	0	0.00	696.72	0.0	65	227377.73	35082.48	15.4 6/14/2004
1626	CAMPUS USA CREDIT UNION	0	0.00	1	75.00	37.50	0	0.00	825.00	0.0	52	247628.97	15753.64	6.4 12/10/2012
1636	DANVILLE CHILD DEVELOPMENT CENTER	1	1163.20	0	0.00	0.00	3	3516.64	783.00	22.3	55	45304.27	14380.71	31.7 12/4/2015
1645	SOLLEY HEALTH FIRST CHIROPRACTIC	3	616.07	1	456.78	137.03	42	23825.52	3556.83	14.9	611	230658.13	26681.91	11.6 12/11/2015
1651	A WOMAN'S PLACE OB/GYN	4	508.72	0	0.00	0.00	41	7643.70	1162.59	15.2	458	155275.51	21104.16	13.6 12/29/2015
1653	UNION COUNTY PRISON	0	0.00	1	1140.00	570.00	14	21725.00	1420.00	6.5	380	389143.00	14359.32	3.7 9/8/2015
1667	REMIT CORP/DH2	0	0.00	3	197.12	80.53	0	0.00	2418.17	0.0	264	1356789.84	280854.52	20.7 9/8/2005
1670	CATV SERVICE INC	0	0.00	2	462.76	161.96	0	0.00	2494.38	0.0	3688	764145.22	251146.09	32.9 11/3/2010
1679	REMIT CORP/JV4SHEKINAH	0	0.00	2	200.00	42.50	0	0.00	2946.13	0.0	295	769061.82	83036.94	10.8 1/5/2006
1694	KREISHER & GREGOROWICZ	0	0.00	1	1500.00	375.00	2	2335.52	3249.53	139.1	108	143274.71	20078.61	14.0 10/21/2015
1705	REMIT CORP/DH3	0	0.00	6	11725.00	5317.42	0	0.00	19540.00	0.0	278	1334078.93	271032.07	20.3 10/24/2006
1719	FAMILY TRUST FEDERAL CREDIT UNION	0	0.00	5	738.05	258.31	299	206196.46	22265.40	10.8	3427	2256291.03	145544.34	6.5 8/19/2015
1721	FAMILY TRUST FEDERAL CREDIT UNION	0	0.00	18	2456.81	859.88	214	602238.48	40400.13	6.7	2691	6377111.98	261766.08	4.1 8/19/2015
1722	REMIT CORP/HS1	0	0.00	2	200.00	70.00	0	0.00	1350.00	0.0	143	777548.93	122253.85	15.7 7/17/2007
1723	REMIT CORP/HS2	0	0.00	2	50.00	17.50	0	0.00	1450.00	0.0	66	331451.22	41233.27	12.4 7/18/2007
1724	REMIT CORP/HS3/EVAN	0	0.00	1	10.00	2.50	0	0.00	120.00	0.0	87	475389.54	84366.24	17.7 8/28/2007
1725	REMIT CORP/JV5/CREDIGY	0	0.00	1	10.00	2.50	0	0.00	130.00	0.0	66	114617.18	51238.36	44.7 8/16/2007
1726	REMIT CORP/MANNING	0	0.00	1	100.00	25.00	0	0.00	1250.00	0.0	64	322320.63	57875.11	18.0 3/26/2010

The Remit Corporation

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1/4/2016

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date			Year To Date			Total To Date							
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12929	NASIR MD, MAHMOOD	0	0.00	1	20.00	10.00	2	3453.06	551.00	16.0	433	340796.64	17114.49	5.0	9/15/2015
13529	POLICE & FIRE FCU VIII/AMI	0	0.00	1	50.00	17.50	0	0.00	1500.00	0.0	391	1190530.67	254106.10	21.3	4/27/2007
13728	POLICE & FIRE FCU VII/AMI	0	0.00	1	50.00	5.00	0	0.00	650.00	0.0	346	1237520.13	277762.10	22.4	4/27/2006
14029	SUN BANK IV/AMI	0	0.00	2	50.00	17.50	0	0.00	325.00	0.0	66	283812.56	71674.57	25.3	10/7/2004
14429	PROVIDIAN II/AMI	0	0.00	1	30.00	10.50	0	0.00	265.00	0.0	206	573822.27	148942.88	26.0	9/9/2003
14629	POLICE & FIRE FCU VI/AMI	0	0.00	4	470.00	72.00	0	0.00	4895.00	0.0	631	2491356.46	687695.23	27.6	11/29/2004
14840	PFCIV/AMI	0	0.00	4	165.00	47.75	0	0.00	6711.35	0.0	622	2477019.00	717885.82	29.0	1/30/2002
18529	POLICE & FIRE FCU II/AMI	0	0.00	1	100.00	12.50	0	0.00	400.00	0.0	485	2339071.59	594027.43	25.4	7/12/1999
19440	CITIBANK II/AMI	0	0.00	2	200.00	70.00	0	0.00	2100.00	0.0	155	1217775.05	107626.73	8.8	4/26/2007
19529	LOCK HAVEN FCU/AMI	0	0.00	1	400.00	140.00	0	0.00	1600.00	0.0	49	289725.56	89156.11	30.8	8/25/1998
19728	PROVIDIAN/AMI	0	0.00	1	50.00	17.50	0	0.00	600.00	0.0	239	466305.19	158146.23	33.9	6/5/2003
19729	MERIDIAN BANK/AMI	0	0.00	4	135.00	29.75	0	0.00	2980.00	0.0	3797	23175917.42	4038144.93	17.4	6/11/2002
21629	POLICE & FIRE FCU/AMI	0	0.00	2	75.00	-1.25	0	0.00	950.00	0.0	606	3047867.97	712582.57	23.4	8/28/2000
21731	REMIT CORP/DH4	0	0.00	5	417.00	154.00	0	0.00	3492.00	0.0	230	1116691.77	249213.73	22.3	11/20/2007
21733	REMIT CORP/SUN EAST 2	0	0.00	5	656.00	140.60	0	0.00	4011.91	0.0	155	705527.22	105384.58	14.9	1/8/2008
21738	POTTSVILLE EMERGENCY PHYS LLC	0	0.00	53	5182.46	1295.60	5930	2680874.84	90324.13	3.4	49520	21807552.77	802645.75	3.7	11/29/2015
21747	EVANGELICAL MSO ER	0	0.00	8	512.50	128.12	54	11689.16	35700.82	305.4	27946	5266728.39	407602.33	7.7	5/17/2015
21749	REMIT CORP/EC1	0	0.00	1	50.00	20.00	0	0.00	2155.00	0.0	178	655451.99	136980.30	20.9	4/2/2008
21753	EVANGELICAL HOSPITAL	0	0.00	34	1583.85	364.26	0	0.00	45788.82	0.0	44740	27740921.11	2794385.11	10.1	3/31/2014
21755	BUDGET STORE & LOCK SELF STORAGE	2	521.50	1	125.00	37.50	198	96510.10	2007.85	2.1	1102	531467.48	7838.49	1.5	12/18/2015
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The Remit Corporation

1/4/2016 15:50:46

Client Activity Report

1/4/2016

Client #	Name	Month To Date				Year To Date				Total To Date						
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21764	REMIT CORP/EC2/SUN EAST 3	0	0.00	2	175.00	26.25	0	0.00	1025.00	0.0	123	573893.33	43503.75	7.6	6/25/2008	
21772	CHRISTOPHER SNYDER DO DBA	0	0.00	2	126.50	44.27	72	10700.38	3482.36	32.5	346	48463.89	16263.42	33.6	11/25/2015	
21792	PINNACLE FINANCE	0	0.00	3	746.98	37.34	0	0.00	11126.68	0.0	33	181162.92	51183.53	28.3	2/15/2010	
21800	REMIT CORP/JV7/AMERICHOICE	0	0.00	2	250.00	62.50	0	0.00	2925.00	0.0	215	307274.58	39405.30	12.8	1/16/2009	
21801	REMIT CORP/DH5	0	0.00	6	340.00	145.00	0	0.00	12225.56	0.0	171	654609.16	134826.72	20.6	1/22/2009	
21814	PENDURTHI, T KUMAR	0	0.00	1	20.00	7.00	0	0.00	1223.40	0.0	606	261219.67	17732.03	6.8	3/5/2013	
21831	AMI TRUST 1/CITIBANK	0	0.00	3	650.00	227.50	0	0.00	3823.59	0.0	208	1107386.96	82986.05	7.5	8/5/2009	
21839	CHOPRA M.D. DR. ANUJ	0	0.00	1	196.12	68.64	11	2854.55	465.28	16.3	214	70157.46	9272.54	13.2	11/18/2015	
21843	MIFFLINBURG COMMUNITY AMBULANCE SERVICE	0	0.00	1	15.00	3.75	0	0.00	2117.00	0.0	337	291685.20	28984.31	9.9	11/19/2014	
21845	PENNS VALLEY EMERGENCY MEDICAL SERVICES	5	4433.40	0	0.00	0.00	51	36008.69	5876.94	16.3	306	268483.27	19201.52	7.2	12/16/2015	
21846	WARRIOR RUN AREA AMBULANCE	0	0.00	1	10.00	2.50	0	0.00	5211.00	0.0	859	802937.29	61438.36	7.7	11/19/2014	
21849	PALMERTON HOSPITAL	137	133761.81	34	2804.66	1080.78	1898	1364756.48	30628.73	2.2	13861	8285073.42	173750.99	2.1	12/3/2015	
21855	REMIT CORP/MH3	0	0.00	1	50.00	17.50	0	0.00	8646.03	0.0	959	2642452.96	229632.22	8.7	12/10/2009	
21864	REMIT CORP/DH6/NOTEBILL 01	0	0.00	11	1418.66	654.32	0	0.00	20206.35	0.0	370	1410252.62	226516.17	16.1	2/3/2010	
21865	AMI TRUST 2/CHASE	0	0.00	4	325.00	113.75	0	0.00	9232.59	0.0	369	1398751.76	146782.07	10.5	2/3/2010	
21868	SUSQUEHANNA INFUSION SERVICES	2	351.78	0	0.00	0.00	11	12871.61	0.00	0.0	61	42322.74	3811.45	9.0	12/1/2015	
21873	REMIT CORP/DH7/NOTEBILL 02	0	0.00	9	710.00	355.00	0	0.00	16873.39	0.0	369	1454688.59	189380.52	13.0	3/30/2010	
21881	ROBERT BRUNOZZI JR	0	0.00	2	50.00	20.00	0	0.00	240.00	0.0	3	5946.50	1074.00	18.1	5/18/2010	
21883	GNADEN HUETTEN MEM HOSP	43	11262.29	8	343.76	79.06	438	153220.78	6691.17	4.4	2767	961341.19	51204.83	5.3	12/29/2015	
The Remit Corporation															1/4/2016	15:50:46

The Remit Corporation

1/4/2016 15:50:46

Client Activity Report

Client #	Name	Month To Date			Year To Date			Total To Date		
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21884	PALMERTON HOSPITAL	10	23988.31	3	225.54	51.87	130	137403.37	2680.59	2.0
21892	BLACKSTONE CAREER INSTITUTE	17	6372.03	3	372.20	124.09	188	69771.51	8477.30	12.2
21893	REMIT CORP/DH8/NOTEBILL 03	0	0.00	4	270.00	135.00	0	0.00	6633.59	0.0
21894	HERITAGE FINANCIAL RECOVERY SERVICES INC	1	4618.96	3	250.00	62.50	19	214181.86	1600.00	0.7
21906	BONNIE E B OSTERWALD MD PC	0	0.00	2	125.00	43.75	72	29868.37	1466.47	4.9
21915	REMIT CORP/JV8/M&T BANK	0	0.00	1	75.00	18.75	0	0.00	7715.57	0.0
22022	Conemaugh Memorial Medical Center	0	0.00	12	1274.50	242.92	0	0.00	14522.48	0.0
22023	Windber Medical Center	255	79583.05	92	5660.80	1447.43	3648	1354959.96	99783.27	7.4
22080	ARL TRANSPORTATION LLC	6	13728.76	0	0.00	0.00	25	41626.81	1031.11	2.5
22111	REMIT CORP/TW1/CASH CALL	0	0.00	1	40.00	10.00	0	0.00	1160.60	0.0
22130	DH/CFSI 5007	0	0.00	2	150.00	15.00	0	0.00	1679.00	0.0
22131	DH/CFSI 5307	0	0.00	3	90.00	9.00	0	0.00	951.50	0.0
22139	REMIT CORP/MH4	0	0.00	1	2.00	0.70	0	0.00	37.00	0.0
22141	CAR FUND/5561	0	0.00	4	230.00	30.50	0	0.00	4950.00	0.0
22142	CAR FUND/5562	0	0.00	4	95.00	27.00	0	0.00	785.00	0.0
22143	CAR FUND/5568	0	0.00	2	50.00	5.00	0	0.00	9444.27	0.0
22145	CAR FUND/5580	0	0.00	11	1365.00	240.25	0	0.00	13558.81	0.0
22146	CAR FUND/5585	0	0.00	7	445.00	63.25	0	0.00	6170.63	0.0
22147	CAR FUND/5592	0	0.00	5	425.00	117.50	0	0.00	5575.00	0.0

Client Activity Report

Client #	Name	Month To Date			Year To Date			Total To Date			Rec Last Assign
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22148	CAR FUND/5606	0	0.00	1	150.00	15.00	0	0.00	1645.33	0.0	85
22149	CAR FUND/5608	0	0.00	11	570.00	47.00	0	0.00	8938.10	0.0	454
22150	DH/CFSI 5508	0	0.00	1	50.00	5.00	0	0.00	6600.00	0.0	905
22153	DH/CFSI 5692	0	0.00	5	2635.00	891.00	0	0.00	4830.00	0.0	306
22154	DH/CFSI 5693	0	0.00	1	100.00	10.00	0	0.00	500.00	0.0	334
22168	UNIFUND CCR LLC	0	0.00	51	10863.86	2614.22	4	17108.35	207110.56	100.0	1465
22173	COMMUNITY HEALTH ASSOCIATES	96	15963.50	8	292.61	73.14	346	62219.58	13101.51	21.1	1715
22175	RELIANCE HOSE COMPANY #1 AMBULANCE	0	0.00	1	25.00	6.25	0	0.00	1094.34	0.0	181
22183	MODERN SCHOOLS OF AMERICA LLC	4	2410.60	2	143.00	47.67	45	20644.54	922.00	4.5	81
22188	REMIT CORP/DH10/NOTEBILL 05	0	0.00	1	50.00	17.50	0	0.00	4442.68	0.0	633
22191	BERWICK AREA AMBULANCE ASSOCIATION INC	38	32700.59	7	515.27	128.82	343	244205.80	16337.58	6.7	955
22201	NATIONAL RECOVERY AGENCY	0	0.00	7	620.92	310.45	0	0.00	22428.40	0.0	21500
22202	REMIT CORP/DH11	0	0.00	1	25.00	8.75	0	0.00	2475.00	0.0	292
22203	REMIT CORP/MH5	0	0.00	1	200.00	0.00	0	0.00	200.00	0.0	292
22207	TOWANDA MEMORIAL AMBULANCE	31	13374.44	8	730.14	128.70	423	200307.16	14486.50	7.2	992
22209	MEADVILLE AREA AMBULANCE SVC	26	18363.30	7	1454.48	358.62	445	240891.60	11673.88	4.8	1374
22210	FOREST CITY AREA EMERGENCY SERVICES	33	18307.99	1	25.00	6.25	77	53397.72	1288.09	2.4	267
22212	VALLEY REGIONAL FIRE AND RESCUE	9	6479.95	1	250.00	62.50	136	107992.49	8356.13	7.7	483

Client Activity Report

Client #	Name	Month To Date				Year To Date				Total To Date				
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22214	CHRISTIANA COMMUNITY AMBULANCE	14	9196.12	1	30.00	7.50	152	83190.20	10283.92	12.4	396	212172.52	17110.32	8.1 12/16/2015
22217	LAKE HARMONY RESCUE SQUAD	18	18982.81	2	175.00	43.75	61	60555.55	1970.40	3.3	176	149714.45	7359.51	4.9 12/9/2015
22223	ALBION VOLUNTEER FIRE DEPARTMENT	2	150.00	0	0.00	0.00	66	41097.73	2255.96	5.5	106	69486.37	3599.96	5.2 12/30/2015
22224	COVINGTON INDEPENDENT FIRE CO INC	7	2626.40	0	0.00	0.00	53	21275.39	1874.36	8.8	286	133028.02	5603.76	4.2 12/16/2015
22225	MESHOPPEN FIRE AND AMBULANCE	4	2764.80	1	30.00	7.50	48	30981.83	423.75	1.4	176	107023.53	673.75	0.6 12/16/2015
22226	URGENT AMBULANCE SERVICE	0	0.00	3	150.00	37.50	174	56615.06	550.43	1.0	513	158244.37	2753.63	1.7 11/23/2015
22229	REYNOLDSVILLE AMBULANCE	5	1344.34	0	0.00	0.00	50	20542.47	746.20	3.6	119	48828.04	1164.40	2.4 12/16/2015
22230	NORTHAMPTON REGIONAL EMS	15	12350.25	1	617.42	154.35	260	221085.49	11477.46	5.2	664	577433.94	19659.46	3.4 12/18/2015
22235	WILLING HAND HOSE COMPANY	10	5295.80	1	50.00	12.50	115	55429.34	4694.11	8.5	384	173382.57	8243.69	4.8 12/16/2015
22237	FAME EMS	35	32142.19	6	580.00	145.00	509	382490.13	20960.64	5.5	833	607086.63	24607.80	4.1 12/16/2015
22238	ELDREDSVILLE VOLUNTEER FIRE COMPANY	1	1198.20	0	0.00	0.00	12	14603.18	1064.92	7.3	32	41984.27	1064.92	2.5 12/3/2015
22245	MONT ALTO AMBULANCE	18	10317.65	2	40.00	10.00	114	43489.16	1825.69	4.2	186	77027.30	2651.40	3.4 12/30/2015
22246	BLOOMSBURG SEWER AUTHORITY	95	10094.50	56	5915.53	1183.10	1095	114714.79	133381.85	116.3	2757	334147.19	169914.27	50.9 12/28/2015
22247	WESTERN ALLIANCE EMERGENCY SERVICES	30	15847.21	6	2133.40	533.35	216	139213.75	11693.67	8.4	494	340501.14	13441.96	3.9 12/30/2015
22248	EXETER AMBULANCE	23	5813.80	6	60.00	15.00	153	61744.65	4608.56	7.5	449	200063.74	6827.56	3.4 12/30/2015
22249	GOULDSBORO AMBULANCE SQUAD INC	1	100.00	0	0.00	0.00	42	28371.40	2621.56	9.2	96	74619.28	2920.36	3.9 12/18/2015
22252	MONT ALTO NON-EMERGENCY	0	0.00	1	196.00	49.00	24	3534.00	342.50	9.7	64	8433.50	342.50	4.1 7/23/2015
22253	MARION VOLUNTEER FIRE COMPANY	18	13402.30	0	0.00	0.00	66	42435.79	1008.96	2.4	66	42435.79	1008.96	2.4 12/30/2015
22256	PORT JERVIS VOLUNTEER AMBULANCE COMPANY													

Client Activity Report

1/4/2016

Client #	Name	Month To Date				Year To Date				Total To Date					
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22257	RICHLAND EMS INC	118	89486.78	2	35.00	8.75	599	369452.87	4377.07	1.2	599	369452.87	4377.07	1.2	12/18/2015
22258	VALLEY COMMUNITY AMBULANCE ASSOCIATION	29	5812.49	1	106.50	26.62	150	81903.46	4036.40	4.9	173	96886.68	4148.95	4.3	12/30/2015
22262	BACK MOUNTAIN REGIONAL FIRE & EMS	0	0.00	3	1051.00	262.75	64	50920.34	3742.26	7.3	178	147579.66	4818.16	3.3	11/13/2015
22267	NORTH POCONO FAMILY EYECARE	18	9654.31	1	84.83	21.21	311	209519.61	11242.48	5.4	311	209519.61	11242.48	5.4	12/16/2015
22268	AF DOBLER HOSE AND LADDER	1	126.81	0	0.00	0.00	25	3088.34	570.45	18.5	25	3088.34	570.45	18.5	12/21/2015
22269	HARBORCREEK FIRE DEPARTMENT	20	13541.89	0	0.00	0.00	89	64356.88	1546.00	2.4	89	64356.88	1546.00	2.4	12/30/2015
22279	Brighton Radiology Associates PC	5	4759.50	0	0.00	0.00	39	31829.47	198.00	0.6	39	31829.47	198.00	0.6	12/11/2015
22281	Susquehanna Health Medical Group	1203	120839.39	300	16735.05	5020.36	20510	2140828.02	57735.44	2.7	20510	2140828.02	57735.44	2.7	12/22/2015
22285	M. HOYDIS	0	0.00	1	25.00	6.25	1375	562573.37	669.00	0.1	3315	749294.80	669.00	0.1	
22286	CONYNGHAM TOWNSHIP AUTHORITY	0	0.00	1	200.00	70.00	1	5200.00	1500.00	28.8	1	5200.00	1500.00	28.8	7/1/2015
22288	SURACI AND SRINIVASAN UROLOGIC ASSOCIATE	37	2483.90	50	2627.74	601.76	568	75033.07	19244.28	25.6	568	75033.07	19244.28	25.6	12/9/2015
22290	GEISINGER - BLOOMSBURG HOSPITAL	0	0.00	3	532.46	133.11	317	147411.77	1500.83	1.0	317	147411.77	1500.83	1.0	11/18/2015
22291	COBBLESTONE COUNTRY FCU	1568	630531.22	31	11489.00	16.72	1568	630531.22	11489.00	1.8	1568	630531.22	11489.00	1.8	1/4/2016
22293	IMMANUEL CHRISTIAN CHILD CARE	8	766.74	0	0.00	0.00	73	15357.17	0.00	0.0	73	15357.17	0.00	0.0	12/22/2015
22294	CROWELL HOME & AUTO SUPPLY	39	18304.95	0	0.00	0.00	39	18304.95	0.00	0.0	39	18304.95	0.00	0.0	12/9/2015
22295	WHITE MILLS FIRE DEPARTMENT	18	8178.53	0	0.00	0.00	18	8178.53	0.00	0.0	18	8178.53	0.00	0.0	12/3/2015
22296	BEAVER VALLEY PATHOLOGY	24	6982.94	1	121.60	30.40	33	12097.74	121.60	1.0	33	12097.74	121.60	1.0	12/30/2015
22298	EDWARDSVILLE AMBULANCE	0	0.00	1	30.70	9.21	355	54435.35	542.16	1.0	355	54435.35	542.16	1.0	11/24/2015
		26	7804.83	0	0.00	0.00	26	7804.83	0.00	0.0	26	7804.83	0.00	0.0	12/16/2015

1/4/2016

Client Activity Report

The Remit Corporation

Client #	Name	Month To Date				Year To Date				Total To Date					
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec %	Last Assign
22299	PAMELA GARBER CRUMRINE DDS	4	326.95	1	59.12	17.73	35	5713.10	59.12	1.0	35	5713.10	59.12	1.0	12/11/2015
22301	BEAVER VALLEY FCU	4	497.99	0	0.00	0.00	179	40105.84	106.12	0.3	179	40105.84	106.12	0.3	12/16/2015
22302	DAVID L SHARP MD	1	54.00	0	0.00	0.00	41	5524.64	20.00	0.4	41	5524.64	20.00	0.4	12/16/2015
22304	BEAVER COUNTY PSYCHIATRIC SERVICES/ BCPS	6	1030.71	0	0.00	0.00	577	80382.40	685.00	0.9	577	80382.40	685.00	0.9	12/16/2015
22305	KELLY CHIROPRACTIC	19	1314.31	0	0.00	0.00	84	5509.05	102.69	1.9	84	5509.05	102.69	1.9	12/21/2015
22307	RINKER OIL COMPANY INC.	4	20361.38	0	0.00	0.00	8	23261.32	566.90	2.4	8	23261.32	566.90	2.4	12/29/2015
22309	KENNETH B SKOLNICK MD	21	5732.08	6	347.82	115.92	251	74397.95	1122.24	1.5	251	74397.95	1122.24	1.5	12/29/2015
22310	WPCC	67	14631.57	5	577.02	173.10	314	61874.84	1364.56	2.2	314	61874.84	1364.56	2.2	12/18/2015
22311	LINWOOD TURF EQUIPMENT LLC	4	3708.10	0	0.00	0.00	10	8351.41	0.00	0.0	10	8351.41	0.00	0.0	12/22/2015
22317	JAMES V BARBUTO DMD	0	0.00	1	66.30	22.10	123	34216.77	66.30	0.2	123	34216.77	66.30	0.2	11/5/2015
22318	ROBERT STIEGEL MD	0	0.00	1	98.78	29.63	123	10104.25	98.78	1.0	123	10104.25	98.78	1.0	11/10/2015
22320	BATAVIA FOOT CARE CENTER	0	0.00	2	140.80	36.61	112	14727.56	140.80	1.0	112	14727.56	140.80	1.0	11/25/2015
22321	GABEL BROTHERS FURNITURE INC	17	10282.46	0	0.00	0.00	17	10282.46	0.00	0.0	17	10282.46	0.00	0.0	12/9/2015
22323	METAL TOWNSHIP FIRE AND AMBULANCE	17	15823.39	1	1251.50	312.87	18	16393.88	1251.50	7.6	18	16393.88	1251.50	7.6	12/18/2015
22325	MICHAEL K BAN DMD	0	0.00	1	25.00	8.33	220	63345.88	374.80	0.6	220	63345.88	374.80	0.6	11/23/2015
22326	OHRI MEDICAL GROUP, PC	63	23276.86	0	0.00	0.00	63	23276.86	0.00	0.0	63	23276.86	0.00	0.0	12/22/2015
22329	OPTOMETRIC CARE	0	0.00	1	45.00	13.50	17	2087.69	45.00	2.2	17	2087.69	45.00	2.2	11/10/2015
22330	BIG EASY ANIMAL HOSPITAL	6	3639.76	0	0.00	0.00	15	6967.67	0.00	0.0	15	6967.67	0.00	0.0	12/4/2015
22335	CHRISTOPHER W. AMADORI DDS	5	2005.40	0	0.00	0.00	39	13721.22	0.00	0.0	39	13721.22	0.00	0.0	12/22/2015

Client Activity Report

1/4/2016

Client #	Name	Month To Date				Year To Date				Total To Date				
		Number Assign	Amount Assign	Number Collected	Amount Collected	Agency Earned	Number Assign	Amount Assign	Amount Collected	Rec %	Number Assign	Amount Assign	Amount Collected	Rec % Last Assign
22336	BAR VENTURES													
22337	CARE ACCOUNTING	0	0.00	1	20.00	6.00	298	599038.82	20.00	0.0	298	599038.82	20.00	0.0 11/27/2015
22338	ENT & ALLERGY SPECIALISTS OF WESTERN PA.	2	1500.00	0	0.00	0.00	2	1500.00	0.00	0.0	2	1500.00	0.00	0.0 12/28/2015
22339	BATH VOL FIREFIGHTERS & AMBULANCE CORPS	814	80882.87	7	508.86	127.21	826	82397.08	508.86	0.6	826	82397.08	508.86	0.6 12/30/2015
22341	PITTSBURGH GYM PARTNERS	8	6331.28	0	0.00	0.00	8	6331.28	0.00	0.0	8	6331.28	0.00	0.0 12/16/2015
22345	MCGEE HEATING & AIR CONDITIONING	2	2280.50	0	0.00	0.00	2	2280.50	0.00	0.0	2	2280.50	0.00	0.0 12/16/2015
22346	FRIENDLY FCU	14	2709.20	0	0.00	0.00	14	2709.20	0.00	0.0	14	2709.20	0.00	0.0 12/9/2015
22347	RIVER VUE ASSOCIATES	21	99930.84	0	0.00	0.00	21	99930.84	0.00	0.0	21	99930.84	0.00	0.0 12/28/2015
22350	DENTISTRY FOR CHILDREN - PA OFFICE	4	7706.66	0	0.00	0.00	4	7706.66	0.00	0.0	4	7706.66	0.00	0.0 12/16/2015
22351	DENTISTRY FOR CHILDREN - OH OFFICE	4	677.80	0	0.00	0.00	4	677.80	0.00	0.0	4	677.80	0.00	0.0 12/18/2015
22352	MARK R GALZERANO PC	27	8265.25	0	0.00	0.00	27	8265.25	0.00	0.0	27	8265.25	0.00	0.0 12/18/2015
22353	VILLAGE OF AKRON	9	5025.19	0	0.00	0.00	9	5025.19	0.00	0.0	9	5025.19	0.00	0.0 12/28/2015
Agency Totals:		5	3048.65	0	0.00	0.00	5	3048.65	0.00	0.0	5	3048.65	0.00	0.0 12/24/2015
Agency Recovery		7723	2871704.57	1903	184848.26	48395.47	84720	33864166.55	2703452.86	7.9	1018919	579630963.11	47672990.55	8.2

Two questions that I have for all your (non-judgment type) clients is ... which ones do you credit report for? And --- Do you add on any collection fees for any of your clients?

1. Unifund (\$107k Revenue)

This is your biggest client by far. Liquidation rates at 11% and unit yields at around \$200. Those are pretty good yields. However...as far as I can determine ...you were doing upwards of \$200k in revenue just a few years ago. That revenue has drop to just over \$100k currently. I know they have promised to place about 100 accounts soon ...but with no placements in over 2 yrs, having a process of working these accounts (judgments) that I am not too familiar with and no guarantee that they would place business after an acquisitionmakes this client a concern to me.

2. Susquehanna (\$63k Revenue)

Since losing Evangelical, which did over \$90k in revenue in 2014, this is your second biggest client as far as revenue is concerned. They have been VERY consistent in placements over the years...and you have a really good liquidation rate of about 14.5%. The problem here is they place over 17,000 accounts a year, with an average balance of about \$95! This large number of accounts and small average balance brings your unit yield down to about \$3.70. So ...depending on exactly what you are doing with these accounts ...I don't think you are making much money on this client.

3. Gnaden Hospital (\$55k Revenue)

You get both primes and seconds. They also have been placing VERY consistently over the years. The average balance on the prime accounts is about \$480. Your liquidation on the primes is about 7.2%. Your unit yield is about \$8.41. The average balance on the seconds is about \$606. Your liquidation on the seconds is about 2.6% and your unit yield on the seconds drops to \$4.69. This means you (or whatever other agency might be working the primes) are collecting mostly the smaller balanced accounts while they are in the primes ...and the larger account balances are not getting collected and rolling into seconds. My question here would be ...could there be an opportunity to identify the larger balanced accounts in the primes...where there might have been some insurance issues and either bill/rebill it to the insurance company...or obtain the proper insurance info and give it back to the client to either bill/rebill it? Overall ...this is a solid client...where you can make some money.

4. Enhanced Management (\$43k Revenue)

This is the billing company that places their clients (Ambulance Service) with Remit. You provided an overall Client Activity Report on this client....not a recovery report...as it has about 25 actively placing Ambulance companies under it. From what I can tell the average balance on these accounts are about \$630. Your liquidation is about 4.5%. Your unit yield is about \$7.18. And your fee for all the clients is 25%. My questions here would be ...are they happy with your performance? How many Ambulances do they do billing for? Is there an opportunity to get more? ... and if so...what would we need to do? How many (if any) other agencies do they use? Overall ...I think there could be some opportunity here.

5. David Howard (\$38k Revenue)
 This is your personal friend that purchased about 15 portfolios and placed them with you for collections. There were no reports provided for this client...as he has not placed anything in over 5 yrs. My question here is ...is he still buying portfolios and just not placing with you? Overall --- this is appears to be a totally diminishing portfolio with no future opportunity.

6. Brighton Radiology (\$36k Revenue)
 You obtained this client from your purchase of Allied Adjustors. You said they are a good, solid medical client with regular placements. While I agree that they place regularly ...I would not agree that they are a good solid client. Over the last 14 months (since you obtained this client) you received over 32,000 accounts, with an average balance of just over \$100. You liquidate these accounts at about 4.8%. But because of the large number of accounts with such small balances ...your unit yield on these accounts is only about \$1.44! Again (like Susquehanna) - depending upon what you are doing with these accounts....I would be willing to bet that you are losing money on this client. My questions here would beI have to assume that these are ONLY balances after an insurance payment? Maybe your client is not posting the insurance payment properly by not writing off the balance...and instead of cleaning it up...just sending it out for collections? Do you get many disputes on these accounts? I would guess that most people (debtors) just pay it off...because it is a small balance...and they just don't want to deal with it) Overall --- I think this client is losing money.

7. Windber Medical Center (\$26k Revenue)
 This client has placed very consistently over the years. They place about 250 accounts a month with an average balance of about \$472. You liquidate at about 7.2% with a unit yield of about \$8.25....in which you generate a couple thousand a month in revenue. Overall --- not a bad client.

8. Family Trust FCU (\$25k Revenue)
 You received both overdrafts and loans from this credit union. You receive about 250-300 accounts a year in overdrafts. Your average balance is about \$721. You liquidate them at about 6.3% and have a unit yield of about \$15.91...which is pretty good! Regarding the loans --- You received about 200 accounts a year...with an average balance of about \$2370. Your liquidation in at about 4.8% and a unit yield of about \$40.38...which is really good! The problem here is that you have not received any loan accounts in over a year. Questions --- Why no loans in over a year? Is there any opportunity to get credit cards? It seems like you had some credit cards many years ago. Do they use any other agencies? ...if so ...do they share competitive numbers? Overall --- Could be a nice little client if we can get the loans back.

9. Palmerton Hospital (\$24k Revenue)
 This hospital is a part of the Blue Mountain Medical Group. You receive both primary and secondary accounts here. You receive about 2000 primary accounts a year and liquidate them at about 9.1%. You receive about 1800 secondary accounts a year and liquidate them at about 2.1%. Your combined unit yield is about \$6.45. My questions --- Are the secondary accounts the same accounts you attempted to collect as primes...or do they come from another agency? Is there any other possible opportunity within the Blue Mountain Medical Group?

10. Geisinger Bloomsburg Hospital (\$23k Revenue)

Bloomsburg hospital is an old Remit client until Geisinger bought them out 4 years ago. They used to be a top 5 client prior the Geisinger coming in. You used to get about 325 second placement accounts a month, with what appears to have been a commission rate of about 37%, with an average balance of about \$570, a liquidation rate of about 5.4% and a unit yield of about \$11.50. (Which is not bad) Now it appears you are getting primary accounts at a commission rate of about 12.5%, with an average balance of about \$357. Since you started getting these primary accounts in Dec 2015 you received 4173 accounts, and liquidated them at 9.5%. However, and this is a big however...your unit yield has dropped to about \$4.29! This is not because of your performance...it's because of your rate only being at 12.5%! You had mentioned the need of an investment for a data conversion (Connance Platform) in 2017 for this client. Concerns here would be --- Depending on the projected costs/time for this possible conversion and your reduced commission rate and unit yield....will it be worth that cost to continue the relationship? I not sure it would be.

11. Pottsville ER Physicians (\$22k Revenue)

You receive about 400 accounts a month, with an average balance of about \$438. You liquidate these accounts at about 3.8%, with a unit yield of about \$4.16. My questions --- I assume this is a local (Pottsville PA) ER doctor group...that just uses a billing company in Oklahoma? If so...is there any opportunity with that billing company for some of their other clients? Overall ---An ok client.

12. Memorial Hospital (\$22k Revenue)

You receive about 130 accounts a month with an average balance of about \$604. Your commission rate is 25%, you liquidate at about 6.2% with a unit yield of about \$9.40. This is a nice current client. Obvious concerns --- The hospital has been sold...and you only have 1 year left on your contract! This revenue will most likely be going away.

13. Bloomsburg Sewer Authority (\$20k Revenue)

They became a client in 2014. They place about 80 accounts a month with an average balance of about \$117. It appears that you liquidate at about 60%! Wow...that's a good number! And have a unit yield of about \$13.80. Questions ---Did you place a bid to get this municipal client? Are you currently doing anything to possibly get more municipal clients?

14. Peoples First FCU (\$16k Revenue)

This was a client since 2000. They placed about 20-30 accounts a month...with an average balance of \$3515 and a commission rate of 43%. You liquidated it at about 5.4% with a unit yield of about \$82.20...which is a great unit yield! But they stopped placing over a year ago...because you said the manager was upset that you didn't sponsor a golf tourney they were having. Questions --- I have to believe these were second placement accounts with a rate of 43%? What type of accounts were they? Overall --- It looks like this revenue will go away...unless you are somehow able to save it.

15. AMI (\$15K Revenue)

These are judgments that you service from your dad's old company. Most of these accounts are 15-20+ years old. There is really no value to me with this portfolio ...as based on the Client Activity Report you sent me ...it has only generated about \$3k in revenue for Remit all of this year. But I do have an important question for you here. Since you (Remit) are now servicing these accounts from your father's company (AMI) ...did you have to do anything with the judgments? I ask this because I was thinking that if we are able to make a deal...maybe consolidating all (or most) of the judgments with one attorney. Maybe we could work something out with Mike Hynum to service them?? Again – Not being too familiar with this process...I am not sure if this is something that could even be done...but figured I would throw that idea by you.

16. Pocono Medical Center (\$13k Revenue)

This used to be a top performing client...before it was sold....and they are not placing any business. Revenues on accounts you continue to service are rapidly declining and will eventually go away. There is no real value here to me.

17. Conyngham Township Authority (\$10k Revenue)

This is a new client (Sewer Company) as of July 2015. You get about 150 accounts a month with an average balance of about \$108, and a commission rate of 22.5%. You liquidate these accounts at 40% with a unit yield of about \$9.84. Question --- Same as Bloomsburg Sewer --- Did you place a bid to get this municipal client? Are you currently doing anything to possibly get more municipal clients?

18. Evan Hospital (\$9k Revenue)

You did not send me any Recovery Reports on this client. They stopped placing a couple years ago because of some internal issues. There is no value here to me.

19. Greater Col Med Transport Service (\$8k Revenue)

This is an ambulance service that is not a part of Enhanced Management. You get about 30 accounts a month with an average balance of about \$750. You liquidate it at about 10.7% with a unit yield of about \$20.30. This is a good unit yield...but a very small client.

20. National Recovery Agency (\$7k Revenue)

This was a one-time dump of accounts in 2013. There is no value here to me.

21. First Columbia Bank & Trust (\$6k Revenue)

This client is a small local regional bank...and has been a client since 1996. I did not see any recovery report for this client? Again --- It is a small client...and has little value to me.

22. CAR FUND (\$6k Revenue)

This appears to be a one-time placement of a purchased portfolio placed with you in 2011. There is no value here to me.

23. Columbia County Prison (\$5k Revenue)

Client since 2000. Debt is a \$15 daily per diem for each prisoner. You get about 32 accounts per month, with an average balance of about \$707. You liquidate it at about 5.4% with a unit yield of about \$11.28. Questions --- Is there any other opportunities within this prison? Have you solicited any other prisons for business?

24. Town of Bloomsburg (\$4k Revenue)

These are for annual recycling fee charges. Client since 2000. They place about 2400 accounts 1x per year in April/May....with an average size balance of about \$52.90. You liquidate these accounts at about 82%! ... with a unit yield of about 8.39. Questions --- Same as Bloomsburg Sewer/Conyngham --- Did you place a bid to get this municipal client? Are you currently doing anything to possibly get more municipal clients? They have not placed this year ...do you know why?

25. Remit Corp (\$3k Revenue)

These are accounts that you and Dwayne purchased together over the years. There has not been any purchases in years. No recovery reports given for this. There is no value here to me. Question – I'm just curious ...what is the approximate dollar value and number of accounts of the debt you and Dwayne own jointly?

EXHIBIT D

Jason T. Confair

From: Kyle S. <kyle@easternrevenue.com>
Sent: Tuesday, November 01, 2016 4:02 PM
To: Harry Strausser III
Subject: Remit
Attachments: Copy of Remit ERI Commission Analysis 11 01 16 (2).xlsx

Harry,

Here is what I propose:

Straight Independent Contractor Commission Earn Out. (No Upfront Cash)
Year 1 = 25% of all revenue generated from Remit clients
Year 2 = 20% of all revenue generated from Remit clients
Year 3 = 15% of all revenue generated from Remit clients
Year 4 = 10% of all revenue generated from Remit clients
**All commission percentages are guaranteed...regardless if revenue declines.

I took the 2 scenarios you sent me this morning and added my current proposal in RED. (See Attached)
I also added the scenario of doing \$650K each year with my previous proposal ...and my current proposal....also in RED.
The payout in my current proposal would be greater in **ALL** the scenarios ...**AND** in a shorter period of time.

Your concerns from previous conversations:

Commissions going to zero

Done -- Commissions cannot go to zero ...as all commission percentages are guaranteed.

Shorter Deal

Done -- I reduced the payout from 5 to 4 years.

Closing date of April 1st. (Instead of Feb 1st)

Done --- I will actually agree to a May 1st closing date. Which is what Dwayne would prefer...and gives you extra time to make changes to reduce the debt.

Addressing debt

While it does not totally address all the debt. It does give you:

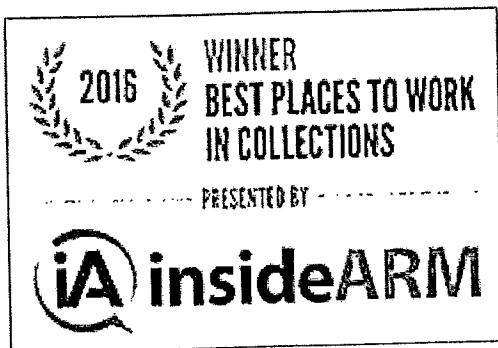
- Three more months to cut some expenditures and reduce the debt.
- A considerable amount more in cash each month to pay down the debt.
- A guarantee that the commission won't go to zero.

Again -- In every scenario ...you will be paid more over a shorter period of time.

Talk soon,
Kyle

Kyle Shanahan
President

Eastern Revenue, Inc
998 Old Eagle School Rd. Suite 1204| Wayne, PA 19087
(610) 337-8875 | fax (610) 337-8942
kyle@easternrevenue.com
www.easternrevenue.com



Year	Revenue	Commission Rate	Commission Amount	
Down			\$ 160,000.00	\$0
1	\$ 625,000.00	15%	\$ 93,750.00	25% \$156,250
2	\$ 600,000.00	5%	\$ 30,000.00	20% \$120,000
3	\$ 575,000.00	1.25%	\$ 7,187.50	15% \$86,250
4	\$ 575,000.00	1.25%	\$ 7,187.50	10% \$57,500
5	\$ 575,000.00	1.25%	\$ 7,187.50	
	\$ 2,950,000.00		\$ 305,312.50	\$420,000

Down			\$ 160,000.00	\$0
1	\$ 650,000.00	15%	\$ 97,500.00	25% \$162,500
2	\$ 670,000.00	10%	\$ 67,000.00	20% \$134,000
3	\$ 660,000.00	5%	\$ 33,000.00	15% \$99,000
4	\$ 650,000.00	5%	\$ 32,500.00	10% \$65,000
5	\$ 620,000.00	2.50%	\$ 15,500.00	
	\$ 3,250,000.00		\$ 405,500.00	\$460,500

Down	(Previous Proposal)		\$160,000	
1	\$650,000	15%	\$97,500	
2	\$650,000	10%	\$65,000	
3	\$650,000	5%	\$32,500	
4	\$650,000	5%	\$32,500	
5	\$650,000	5%	\$32,500	
			\$420,000	

Down	(Current Proposal)		\$0	
1	\$650,000	25%	\$162,500	
2	\$650,000	20%	\$130,000	
3	\$650,000	15%	\$97,500	
4	\$650,000	10%	\$65,000	
			\$455,000	

EXHIBIT E

From: Kyle S. [mailto:kyle@easternrevenue.com]

Sent: Thursday, April 13, 2017 12:08 PM

To: Harry Strausser III <harry@remitcorp.com>; tomking@EASTERNREVENUE.COM; 'Dianne' <dianneschmitt@easternrevenue.com>; 'Joseph Carta' <joe@easternrevenue.com>

Cc: Dwayne Heisler <dwayne@remitcorp.com>; James Parker <james@remitcorp.com>; Matthew Bissinger <matthew@remitcorp.com>

Subject: RE: Eastern Revenue - compliance review f/u

Wow!! ...They are VERY particular....and seem to be an extremely labor intensive client.

Let's hope...like we talked about on the phone today Harry ...that once we are "set up" ...things die down quite a bit. And they place a lot of business.

I will start reviewing what we sent to themand their below concerns/questions....and let you know if I might need something from Remit.

Harry --- I notice the email came from them last week. Did we respond back to them? ...if so...what did we say?

Thanks,

Kyle

Kyle Shanahan

President

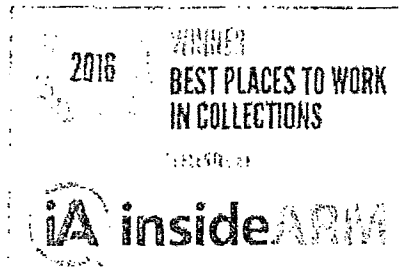
Eastern Revenue, Inc

998 Old Eagle School Rd. Suite 1204 | Wayne, PA 19087

(610) 337-8875 | fax (610) 337-8942

kyle@easternrevenue.com

www.easternrevenue.com



From: Harry Strausser III [mailto:harry@remitcorp.com]
Sent: Thursday, April 13, 2017 7:48 AM
To: kyle@easternrevenue.com; tomking@EASTERNREVENUE.COM; Dianne; Joseph Carta
Cc: Dwayne Heisler; James Parker; Matthew Bissinger
Subject: FW: Eastern Revenue - compliance review f/u

Gang,

Here is the response and further clarifications from Unifund

Harry Strausser III, President



harry@remitcorp.com
Remit Corporation
36 W Main St
Bloomsburg, PA 17815
Phone: 570-387-6470 Ext. 202
Fax: 570-387-6474
www.remitcorp.com

Notice: The information contained in this message and any attached document is confidential and intended only for individuals to whom it is addressed. If you received this message in error or are not the intended recipient, please delete it and do not print, copy, retransmit or otherwise use this information. Also, please let the sender know you received it in error. Thank you.

This communication is from a debt collector attempting to collect a debt.

Any information obtained will be used for that purpose.

From: Autumn Bloom [mailto:autumn.bloom@unifund.com]
Sent: Thursday, April 06, 2017 10:18 AM
To: Harry Strausser III <harry@remitcorp.com>
Cc: Tracey Gibson <Tracey.Gibson@unifund.com>
Subject: Eastern Revenue - compliance review f/u

Hi, Harry –

12/28/2017

Gmail - FW: Eastern Revenue - compliance review f/u

Below is Tracey's feedback/questions in reviewing the compliance materials you provided for Eastern Revenue. I've copied her on the email so please reply-to-all in your response.

Also, I'm not showing I have received the Data Security Questionnaire and I have double-checked the emails. Do you mind sending again if you already sent it? Blank copy is attached.

Compliance Survey

- #11. The question asks what their policy is regarding notification of pending complaints/class actions. Their answer was: See attached. There was nothing attached to the survey so I'm not sure what attachment they are referring to as a reference.
- #21 asks what determines who signs which letters and why. Their answer was: Each case is evaluated individually. Can they please explain how it is evaluated and by whom?
- #37 they state they accept verbal and written disputes. However, their dispute policy states that if it is a verbal dispute then the collector does not need to send a verification of the debt. So, it appears by their policy that they do not accept verbal disputes. I would like for them to explain.
- #46 they state they use a complaint log but I do not see a blank example as requested. Please have them provide.
- #67 – no answer provided
- #87 – they stated that they do not provide a copy of the written authorization for recurring payments to the consumer but their policy states they do. Please have them clarify whether they do or do not send a copy to the consumer.
- #90 – is there a state statute that allows them to charge the consumer the \$35 NSF charge? If so, please have them provide the information for us to review.
- #91 – they did not state their threshold amount for overpayment as asked.
- #94 – they state they allocate payments in order of: fees, principal then interest. They should be allocating in the order of: costs, interest then principal. This will need to be discussed for our accounts going forward.
- #103 – asks how they determine which interest rate to seek and they responded with N/A. Does that mean they don't seek any interest, even statutory?

Dispute Policy

- In addition to the question regarding treating verbal disputes the same as written, they also state that if a written dispute is received from the consumer "within the 30-day validation period" they will validate. What happens after the 30-day validation period? Will they still respond to verification disputes?
- In the section labeled External Remediation of Written Complaints it appears they are discussing complaints but yet they refer to them as disputes through the whole section. Is there a reason they don't refer to them as complaints?

Right Party Contact Policy

- Can they please explain what a 'descriptor' is? Is there a list of approved descriptors?

Call Monitoring Policy

- The policy reads like every inbound and outbound call is monitored and documented by the Advanced Recovery Dept. Is that accurate? If not, how many calls are reviewed per collector on a monthly basis?

Meaningful Atty Involvement Policy

- They state in the policy that the attorney's meaningful involvement is evidenced by the attorney signing the complaint. That does not meet our current requirements and would need to be updated before we complete the onboarding process.

Post-Dated Check Policy

- The policy does not mention sending an 'intent to deposit' letter for post-dated checks. Does the firm use this letter to notify the deposit of the post-dated letter? If so, when is the letter sent to the consumer?

Thank you,

Autumn V. Bloom // Director, Attorney Network

10625 Techwoods Circle // Cincinnati, OH 45242

Direct Dial 513.246.6125 // Tel 513.489.8877 x125 // Fax 513.489.7511

<https://mail.google.com/mail/u/0/?ui=2&ik=bf79a6df8e&jsver=1QCYKmlIAi4.en.&view=pt&cat=ERI%20Emails&search=cat&th=16099ee39a6abb44&si...> 3/4

12/28/2017

Gmail - FW: Eastern Revenue - compliance review f/u

autumn.bloom@unifund.com

unifund

EXHIBIT F



EASTERN REVENUE, INC

Accounts Receivable and Collections Services

Harry Strausser III
990 Columbia Hill Rd.
Bloomsburg PA 17815

December 21, 2017

Harry,

I am writing you this letter regarding our Asset Purchase Agreement dated December 29, 2016. I tried discussing this with you last week on the phone, but you hung up on me and you have refused to return my subsequent calls.

Due to numerous misrepresentations made by you about Remit Corporation, the current earn-out arrangement we have in place is terminated. Some examples of the material facts that you have misrepresented to me are as follows:

- Not being in compliance with Remit's largest client, Unifund.
- Improper handling of Unifund's trust accounts.
- Improper handling of Remit's general client trust account(s).
- The manner in which the significant debt of Remit was incurred.

I want to be clear. No further payments will be made under the Asset Purchase Agreement due to the blatant misrepresentations made by you about Remit Corporation.

At this point in time, Eastern Revenue has paid more than \$125,000 in payments, salary and benefits under the Asset Purchase Agreement. Given the misrepresentations referenced above and the fact that the contract with Unifund had to be terminated due to your failure to identify and disclose all the requirements necessary to continue working their business, I believe that Eastern Revenue has already significantly overpaid for the assets of Remit Corporation.

However, in the interest of moving on, I am willing to offer a one-time lump sum settlement of \$25,000. This payment will be paid to Remit Corporation by January 15, 2018.

If this settlement offer is not accepted, Eastern Revenue will cease payments under the earn out arrangement as stated above, will stop working your business and will terminate most of your client base.

This settlement offer will expire at 5:00 p.m. on December 31, 2017. If I do not hear back from you by 5:00 p.m. on December 31, 2017, I will assume that you are not accepting this settlement offer and the offer will be fully revoked. In the event that you are considering taking action against Eastern Revenue, please know that not only will I vehemently defend any such action, I will also seek a full return of the funds that have already been paid under the Asset Purchase Agreement, and I will seek attorney fees from you pursuant to paragraph 31(j) of the Asset Purchase Agreement.

Again, I want to be 100% clear that no future payments will be made under our current earn out arrangement. And if the settlement offer I proposed above is not accepted, Eastern Revenue will stop working your business and will terminate most of your client base.

Sincerely,

Kyle Shanahan

President - Eastern Revenue, Inc. *It's not just collections, it's your reputation*

EXHIBIT G

From: Kyle S. <kyle@easternrevenue.com>
Sent: Wednesday, September 27, 2017 3:31 PM
To: Erin Williams; Susan Appel; Autumn Bloom
Cc: tomking@EASTERNREVENUE.COM; harry@easternrevenue.com; PatMckay@easternrevenue.com; james@easternrevenue.com
Subject: FW: ERI Post Audit Remediations
Attachments: Right Party Contact2.docx

Importance: High

Erin,

Just wanted to confirm that I received your below email....and will be reviewing it.

Thanks,
Kyle

Kyle Shanahan

President

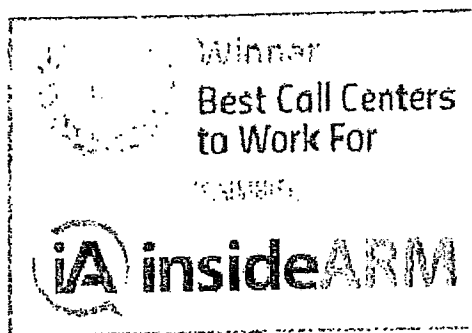
Eastern Revenue, Inc

998 Old Eagle School Rd. Suite 1204 | Wayne, PA 19087

(484) 956-8678 | fax (610) 337-8942

kyle@easternrevenue.com

www.easternrevenue.com



From: Erin Williams [mailto:Erin.Williams@unifund.com]
Sent: Wednesday, September 27, 2017 6:31 AM
To: kyle@easternrevenue.com
Subject: ERI Post Audit Remediations
Importance: High

Hello Kyle,

Sorry for the delay in getting this out to you. I was sick this weekend and now I am back out on the road. Here are the immediate remediation items that we discussed during the on-site audit and our phone conversation last Thursday. I have placed referenced documents on the Audit FTP. I sent you log in information last week and per your email you are able to access. Please let me know if you have any issues retrieving the documentation.

RPC

Before any account information is discussed with the consumer the Firm must ensure that the collector abides by the RPC standards laid out in the attached procedure. Please review the attached procedure with all collectors and provide evidence that the training on this has been completed. This should not be done by email distribution. Firm needs to set up a training session with the collectors as this is a really important issue that needs to be corrected ASAP. Also, firm to remove all references to Remit in the policy (attached).

Criminal Background Checks

Firm must initiate criminal background checks on all employees and perspective employees per required under Section 8 Representations, Warranties and Covenants of Receiving Firm in the contract under G: Criminal Background Checks (found on page 9)

Employee training programs

Firm must initiate and maintain an annual Employee training programs per required under Section 8 Representations, Warranties and Covenants of Receiving Firm in the contract under H: Employee training programs (found on page 10)

Fees for payments

In no instances should the Firm charge the consumer any fees, including when they make a payment. Firm to pull a report showing all files that have been charged the \$3.95 processing fee for payments collected and submit to me for review. As I stated on out call we may want these charges refunded to the consumer.

Meaningful attorney involvement

On the call you stated that Attorney Kessler is on vacation this week but when he returns I need you to ask him the following questions..

- When an account is first placed with ERI what involvement does Kessler have prior to the demand letter being sent to the consumer and how is this evidenced?
- The provided Demand letter template does not reference any threat of a law suit or Kessler's name. Does Kessler then send out his own §1692g notice? If yes please provide a copy.
- Prior to signing a complaint what review of the file does Attorney Kessler preformed and how is this evidenced in the file?
- How does Attorney Kessler handle appearances? What does he do if there are conflicts and he is unable to attend a hearing?
- When a case is contested by the consumer what is the Firms process in handling the answer and what role does Attorney Kessler play and how is his involvement evidenced in the file?
- In the case where a motion is needed for the court who prepares the paperwork and how much input does Attorney Kessler have in the process and how is it evidenced?
- Does Attorney Kessler work with opposing counsel on contested cases? Does he make phone calls? How is a call escalated to his attention if needed?
- Please provided evidence that Attorney Kessler is in good standing with the PA Bar

Also per the contract and Handbook your Meaningful Attorney involvement policy must reflect the Unifund standards laid out in both documents. Please review and revise your policy to cover Unifund standards and submit for our review and approval

Physical Security

As discussed on-site and during our call today the Firm needs to implement more security to their office. The office currently does not utilize cameras or restrict access from anyone entering the office suite or payment processing area. Firm to install cameras and implement a key fob system to restrict access to the office. Cameras should cover all ingress and egress from all entry points and should be placed in the area where the payments are process. The payment processing should be done in a restricted area as well where limited employee access is granted. As we understand this is costly to implement both system Unifund would like the key fob to be installed within the next year and cameras installed within 2 years. Firm to advise on plan of action and estimated time of completion on both items.

Electronic Information Exchange

Firm must transmit at a minimum weekly the following records: 39, 41, 42 and 48. Daily transmission would be ideal but at a minimum weekly. Details on the specifics can be found in the attorney handbook. When the Firm utilizes the EDI transmission of data it cuts down on manually work processes done on Unifund side aka Your favorite Ms. Wendy ☺☺

Trust accounts

I understand that the current standing Remit Trust account is being reviewed to hopefully figure out to whom the funds are owed. So this next section just applies to ERI from May 1, 2017.

Please review Attachment D of the contract (found on page 24) for more specifics
Firm is to maintain at a minimum 2 Unifund specific Trust accounts. 1 for payments collected by the Firm labeled clearly for example 'Unifund trust account' and 1 for costs advanced by Unifund labeled clearly as for example 'Unifund Court Cost trust account'. Please note any advanced costs must be returned to Unifund if not used within 60 days of receipt of the funds.

Account Review

Firm to review and respond to the following documents found on the Audit FTP site 'ERI Account review Follow Up 2017' for the accounts discussed during the on-site and complete the 'ERI Additional Acct Review' spreadsheet.

Call Monitoring

Compliance violation and other issues were discovered during the audit call review. I have not completed listening to all the calls but I wanted to touch on the current findings. Once I have completed I will send you a detailed review of what was discovered on each file during my review. I have highlighted a few of these issues below:

- Representatives are not completing RPC as required. *Address early in beginning of email*
- Representatives are feeding the consumers sensitive information such as social security number and consumer address
- Consumer requests to speak to "Attorney James" and was told he was busy but was not corrected
- Consumers indicating that there may be mail delays due to the fact that the Firm has not sent a demand/handshake letter on all the accounts and consumers are mailing payments to Remits address
- Consumers confused as to why they are receiving letters from ERI for ACH payments because a demand/handshake letter has not been sent out notifying the consumers of the Firm changes
- Representative speaks with the Ex-wife and then hangs up on her after confirming consumers contact information. No account details were provided

Firm to create and implement a call monitoring program that includes the following:

- Firm to review a selection of each collectors calls on a monthly basis. More frequent call review recommended for new hires and employees with compliance violations
- Firm to document all reviews on a call monitoring form
- Firm to document any action taken as a result of the review: Re-training opportunities with the collector, disciplinary actions etc.
- Firm to submit Call Monitoring Policy to Unifund for review

Please respond to all the items in this email by **Wednesday October 11, 2017** and place the account review responses and requests on the Audit FTP

Let me know if you have any questions

Thank you,

Erin Williams

Audit and Compliance Advisor

JNIFUND

.0625 Techwoods Circle

Cincinnati, OH 45242
Erin.Williams@unifund.com
Office: 513-246-6207 ext 207
Cell: 585-415-0085

EXHIBIT H

From: Wendy Rowland <Wendy.Rowland@unifund.com>
Date: May 1, 2017 at 2:26:36 PM EDT
To: "matthew@remitcorp.com" <matthew@remitcorp.com>
Cc: "Melissa O'Neil (melissa@remitcorp.com)" <melissa@remitcorp.com>, "mary@remitcorp.com" <mary@remitcorp.com>, "Harry Strausser III (harry@remitcorp.com)" <harry@remitcorp.com>
Subject: April's EOM: Kudos to Your Firm's Own Wizards!

Good afternoon and Happy May Day!

The **Yellow Brick Road** to OZ was riddled with ruts and potholes (and evil witches. . and flying monkeys. . . and talking trees with bad dispositions. . .) this month, but your firm managed to negotiate the falling houses, hurled apples, and poppy field pitfalls to out-perform your April goal at the rate of:

167 %!!!

That is not a misprint, and made a BIG impact to boost the overall numbers for the month.

Thanks for taking the extra lap before entering the **Emerald City**; your way was certainly paved in **GREEN!**

Here's hoping the trend continues for May. ☺

Wendy W Rowland

Legal Liaison

UNIFUND

Direct Dial: 513-246-6105

10625 Techwoods Circle

Cincinnati, OH 45242

513-489-8877

wendy.rowland@unifund.com

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EXHIBIT I

EASTERN REVENUE

P.O. BOX 185 SOUTHEASTERN PA, 19399-0185
1-888-337-8875

COLLECTION SUMMARY

REMIT-BLOOMSBURG

Nov 30, 2017

Client# RMT -3

PERIOD	----- NEW BUSINESS -----			----- COLLECTIONS -----					
	\$	#	AVE	\$	#	AVE	PIF	COMM	SIF
Nov 2017	1353857.48	4521	299.46	181588.59	2132	85.17	694	51373.13	51
Oct 2017	1540389.12	4111	374.70	206449.59	1947	106.03	647	58138.37	20
Sep 2017	2122218.40	4645	456.88	148284.30	1838	80.68	448	39624.89	2
Aug 2017	1768587.37	4982	355.00	162806.91	2260	72.04	536	43850.95	17
Jul 2017	1373870.75	3731	368.23	201014.74	2084	96.46	490	55921.24	25
Jun 2017	2891573.46	6306	458.54	153627.66	2123	72.36	447	42498.98	3
May 2017	880243.07	2604	338.03	149560.37	1672	89.45	432	40161.50	31
Apr 2017	1627435.86	4866	334.45	184411.81	1417	130.14	692	50839.23	0
Mar 2017	1615636.42	5867	275.38	230095.05	1756	131.03	917	65955.57	0
Feb 2017	1191581.57	3521	338.42	177582.85	1572	112.97	702	47545.70	1
Jan 2017	2030598.73	5815	349.20	295570.93	1565	188.86	706	100567.18	0
Dec 2016	1829215.36	7921	230.93	196593.84	1501	130.98	648	55979.21	0
Previous	357352117.54	594756	600.84	18400984.89	152885	120.36	59581	5025433.13	0
	-----	-----	-----	-----	-----	-----	-----	-----	-----
	377577325.13	653646	577.65	20688571.53	174752	118.39	66940	5677889.08	150

Year	Revenue	Commission Rate	Commission Amount		
Down			\$ 160,000.00		\$0
1	\$ 625,000.00	15%	\$ 93,750.00	25%	\$156,250
2	\$ 600,000.00	5%	\$ 30,000.00	20%	\$120,000
3	\$ 575,000.00	1.25%	\$ 7,187.50	15%	\$86,250
4	\$ 575,000.00	1.25%	\$ 7,187.50	10%	\$57,500
5	\$ 575,000.00	1.25%	\$ 7,187.50		
	\$ 2,950,000.00		\$ 305,312.50		\$420,000

Down			\$ 160,000.00		\$0
1	\$ 650,000.00	15%	\$ 97,500.00	25%	\$162,500
2	\$ 670,000.00	10%	\$ 67,000.00	20%	\$134,000
3	\$ 660,000.00	5%	\$ 33,000.00	15%	\$99,000
4	\$ 650,000.00	5%	\$ 32,500.00	10%	\$65,000
5	\$ 620,000.00	2.50%	\$ 15,500.00		
	\$ 3,250,000.00		\$ 405,500.00		\$460,500

Down	(Previous Proposal)		\$160,000		
1	\$650,000	15%	\$97,500		
2	\$650,000	10%	\$65,000		
3	\$650,000	5%	\$32,500		
4	\$650,000	5%	\$32,500		
5	\$650,000	5%	\$32,500		
			\$420,000		

Down	(Current Proposal)		\$0		
1	\$650,000	25%	\$162,500		
2	\$650,000	20%	\$130,000		
3	\$650,000	15%	\$97,500		
4	\$650,000	10%	\$65,000		
			\$455,000		