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problem is that, in Alaska, if one party to an adhesion contract retains the unilateral right to change the material provisions of that contract, including but not limited to any arbitration provision in that adhesion contract, the material term at issue is unconscionable as a matter of law.

*Gibson v. NYE Frontier Ford, Inc.*<sup>31</sup> is directly on-point, (though uncited by either of the moving defendants). In *Gibson*, an employee sued a car dealer alleging various wrongs.<sup>32</sup> The car dealer moved to compel arbitration. The employee opposed the car dealer's motion arguing, amongst other things, that the car dealer's arbitration provision was unconscionable because the car dealer reserved its right to change its arbitration provision unilaterally.<sup>33</sup>

The parties to *Gibson* and the Alaska Supreme Court all agreed on one fundamental principle: contracts that allow one party to change the contract's arbitration provision unilaterally are unconscionable.<sup>34</sup>

In this case, one has to conclude that Citi was unaware of *Gibson* when it filed its brief; Citi emphasizes to this Court that it not only had the unilateral power to

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<sup>30</sup> See Citi Br. at 4-7.

<sup>31</sup> 205 P.3d 1091 (Alaska 2009).

<sup>32</sup> *Id.* at 1093.

<sup>33</sup> *Id.* at 1095.

<sup>34</sup> See *id.* at 1096-97 ("Nye does not take issue with the proposition that the unilateral power to change an arbitration agreement would be unconscionable. Instead, Nye argues that it does not have the power to change the arbitration agreement unilaterally."); *id.* at 1097 ("Given the prevalence of the view that arbitration clauses that may be changed unilaterally are unconscionable . . .").

change its arbitration agreement with plaintiff but that it, in fact, did so. This means one simple thing: in accord with *Gibson*, Citi's arbitration agreement is unconscionable and thus unenforceable.

**B. The Defendants Waived Their Right to Arbitrate.**

The obvious is true: the law favors arbitration; waiver is not to be lightly inferred, and doubts concerning whether there has been a waiver in favor of arbitration.<sup>35</sup> In this case, however, there can be no doubt that defendants waived their right to arbitrate. That is, defendants clearly decided that they wanted to resolve their dispute with plaintiff, not in arbitration but in Alaska state court. What other conclusion can be drawn from the fact that, when defendants concluded that plaintiff had violated her duties under the parties' contract, they sued plaintiff in state court, instead of seeking arbitration?

Although waiver will not be found lightly, in this case, defendants' litigation to judgment against plaintiff is "direct, unequivocal conduct that indicated its purpose to abandon [their] right to demand arbitration" with plaintiff.<sup>36</sup>

What a debt collector/creditor cannot do is what the defendants want to do here: sue a consumer in state court over an alleged breach of contract and move for/obtain a judgment.<sup>37</sup> Then, when the consumer countersues the debt collector/creditor for, *inter*

<sup>35</sup> *Blood v. Kenneth Murray Ins., Inc.*, 68 P.3d 1251, 1255 (Alaska 2003).

<sup>36</sup> *Powers v. United Servs. Auto. Ass'n*, 6 P.3d 294, 299 (Alaska 2000).

<sup>37</sup> The issue before this Court would be more difficult if the debt collector/creditor had used the court system in only a limited way, before demanding arbitration. Here,

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*alia*, consumer protection violations, claim that the parties dispute must be arbitrated. By pursuing and obtaining a judgment against a consumer in state court over the parties' credit card agreement, the debt collector and creditor have waived their right to demand that the parties' dispute be arbitrated. Cases from around the country are in accord.<sup>38</sup>

however, the debt collector/creditor used the court system to its fullest extent: it obtained a final judgment against plaintiff. *Cf.*, *Louis Dreyfus Negoce S.A. v. Blystad Shipping & Trading, Inc.*, 252 F.3d 218, 229 (2d Cir. 2001) ("Blystad requested arbitration on March 13, 1997, just eight days after it commenced the London proceedings. This short period of delay, standing alone, certainly does not support a finding of waiver. Nor has there been extensive litigation to date; so far the parties have simply appeared before the London High Court, submitted their 'Points of Defence' to Blystad's claims, and interposed claims against each other.") (*citing PPG Indus., Inc. v. Webster Auto Parts Inc.*, 128 F.3d 103, 108 (2d Cir. 1997) (five-month delay does not by itself infer waiver of arbitration); *Leadertex, Inc. v. Morganton Dyeing & Finishing Corp.*, 67 F.3d 20, 25 (2d Cir. 1995) (seven-month delay, during which defendant vigorously pursued discovery, "strongly implies [the party] forfeited its contractual right to compel arbitration.")).

<sup>38</sup> See, e.g., *Otis Hous. Ass'n v. Ha*, 201 P.3d 309, 312 (Wash. 2009) ("Simply put, we hold that a party waives a right to arbitrate if it elects to litigate instead of arbitrate."); *Nicholas v. KBR, Inc.*, 565 F.3d 904, 908 (5th Cir. 2009) ("We conclude that the act of a plaintiff filing suit without asserting an arbitration clause constitutes substantial invocation of the judicial process, unless an exception applies. Indeed, short of directly saying so in open court, it is difficult to see how a party could more clearly evince[ ] a desire to resolve [a] . . . dispute through litigation rather than arbitration, than by filing a lawsuit going to the merits of an otherwise arbitrable dispute.") (internal citations and quotations omitted); *Cabinetree of Wisconsin v. Kraftmaid Cabinetry*, 50 F.3d 388, 390-91 (7th Cir. 1995) ("We have said that invoking judicial process is presumptive waiver. . . . Selection of a forum in which to resolve a legal dispute should be made at the earliest possible opportunity in order to economize on the resources, both public and private, consumed in dispute resolution. This policy is reflected in the thirty-day deadline for removing a suit from state to federal court. Parties know how important it is to settle on a forum at the earliest possible opportunity, and the failure of either of them to move promptly for arbitration is powerful evidence that they made their election — against arbitration. Except in

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Of course, defendants will argue that plaintiff's lawsuit is "different" than their pending state court action against plaintiff. The fact is, this immediate litigation and the defendants' still-pending case against plaintiff concern one and the same credit card; defendants cannot sue plaintiff over her Card Agreement and, when she countersues them, demand that any disputes over the Card Agreement be arbitrated.<sup>39</sup>

Defendants may also argue to this Court that their arbitration provision was a "heads I win, tails you lose"-type arbitration provision:<sup>40</sup> these sorts of arbitration

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extraordinary circumstances not here presented, they should be bound by their election.") (emphasis added); *Worldsource Coil Coating v. McGraw Constr. Co.*, 946 F.2d 473, 476-77 (6th Cir. 1991) (A "party waives its right to compel arbitration where its action in enforcing its claim is so inconsistent with arbitration as to indicate an abandonment of that right. . . . It is not what you say you are doing, it is what you actually do that controls."); *Med. Imaging Network, Inc. v. Med. Resources*, 2005 Ohio 2783, P30 (Ohio App. 2005) ("A plaintiff's filing of a lawsuit constitutes waiver if the plaintiff knew of the right to arbitrate.").

<sup>39</sup> Cf. *Grumhaus v. Comerica Secs., Inc.*, 223 F.3d 648, 652-53 (7th Cir. 2000) (holding that "when the same issues are presented, a party may not escape the effect of its waiver by minimally restyling the claim and presenting it for arbitration.") (citations omitted); *Schonfeldt v. Blue Cross of California*, 2002 Cal. App. Unpub. LEXIS 5223, 13-14 (Cal. App. Jan. 2, 2002) ("Blue Cross argue[s] no waiver transpired, because its reimbursement action involved a different dispute than those pursued in this complaint. . . . Contrary to Blue Cross's position, the current complaint does not pertain to claims which are different and distinct from its claim for reimbursement. . . . We conclude that Blue Cross's conduct in filing the underlying lawsuit and prosecuting it to final judgment in the face of an arbitration agreement constitutes conduct so inconsistent with the invocation of its right to arbitrate that such conduct results in the abandonment, i.e., waiver, of such right to arbitrate any issues arising from its reimbursement claim.") (citations and quotations omitted).

<sup>40</sup> Of course, this discussion assumes that a court would enforce such a "heads I win, tails you lose"-type arbitration provision. Cf. *Liberty Builders, Inc. v. Horton*, 521 S.E.2d 749, 754 (S.C. Ct. App. 1999) (holding that the right to arbitrate can be waived even in the face of a no-waiver provision.).

provisions allow corporations to sue consumers and, at the same time, demand that consumers arbitrate *their* disputes.<sup>41</sup> A review of relevant caselaw shows that defendants' arbitration provision simply does *not* contain such an anti-waiver provision.<sup>42</sup>

**C. The Alaska Supreme Court Has Been Clear: A Contractual Provision That Precludes a Citizen From Enforcing Her Statutory Rights is Unenforceable.**

Defendants cannot deny that the at-issue arbitration provision does not allow for all types of relief that would otherwise be available in court. To the contrary, the at-issue arbitration provision explicitly prohibits plaintiff from seeking the precise relief she is seeking in this action: an injunction against the defendants under the UTPA's private attorney general statute.<sup>44</sup>

The Alaska Supreme Court has been clear that if an arbitrable forum is to be substituted for a judicial one with respect to statutory claims, five very basic conditions must be met. The arbitration agreement must (1) provide for neutral arbitrators, (2) provide for more than minimal discovery, (3) require a written award, (4) provide for all types of relief that would otherwise be available in court, and (5) not

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<sup>41</sup> Cf., *Credit Acceptance Corp. v. Davison*, 644 F. Supp. 2d 948, 956-57 (N.D. Ohio 2009) (describing arbitration clause that provided that "The institution and maintenance of any action for judicial relief or exercise of self-help remedies shall not waive the right to submit any Dispute to arbitration, including any counterclaim asserted in any such action").

<sup>42</sup> *Id.*

<sup>44</sup> See Citi's Br. at 5, lines 7-9.

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require employees to pay either unreasonable costs or any arbitrators' fees or expenses as a condition of access to the arbitration forum.<sup>45</sup>

Here condition number four is *not* met because defendants' arbitration provision flatly prohibits plaintiff from acting as a private attorney general. In accord with *Gibson* this Court must hold that the arbitrable forum cannot be substituted for a judicial one with respect to plaintiff's statutory claims, and those are the only claims she had stated in this case.<sup>46</sup>

Again there is no doubt that arbitration is greatly favored. But as the West Virginia Supreme Court of Appeals recently cautioned, "[t]he mantra that arbitration is always to be favored must not be mindlessly muttered. In some areas, arbitration is not appropriate; the protection of nursing home residents is certainly one area."<sup>47</sup> The same is true for statutory claims in Alaska where, as here, the arbitral forum does not provide for all types of relief that would otherwise be available in court.<sup>48</sup> This is

<sup>45</sup> *Gibson v. Nye Frontier Ford, Inc.*, 205 P.3d 1091, 1100 (Alaska 2009).

<sup>46</sup> *See In re Directv Early Cancellation Fee Mktg. & Sales Practices Litig.*, 2011 U.S. Dist. LEXIS 102027, \*37-39 (C.D. Cal. Sept. 6, 2011) (holding that *Concepcion* does not change the legal rule that arbitration is not available where injunctive relief claims are brought by plaintiffs "as private attorneys general, seeking to vindicate a public right."); *cf.*, *Chen-Oster v. Goldman, Sachs & Co.*, 2011 U.S. Dist. LEXIS 73200, \*15-16 (S.D.N.Y. July 7, 2011) ("[A]n arbitration provision which 'precludes plaintiffs from enforcing their statutory rights' is unenforceable.").

<sup>47</sup> *Brown v. Genesis Healthcare Corp.*, 2011 W. Va. LEXIS 61 (W. Va. June 29, 2011).

<sup>48</sup> *See Volt Information Sciences v. Board of Trustees*, 489 U.S. 468, 476-79 (1989) (holding that FAA does not preempt state laws governing arbitration where

particularly compelling where, as here, the statutory remedy being sought would vindicate a broad public right. As the United States District Court for the Central District of California recently held, *Conception* does not overrule the well-established legal principle that “arbitration is not the proper forum for vindicating a broad public right.”<sup>49</sup>

**D. In Any Event, ALO Is Not Covered by the Arbitration Provision.**

There is no dispute that ALO is not a party to the contract between Citi and Ms. Hudson. ALO has not proffered any proof that it is an agent or representative of Citi.<sup>50</sup> From the record before this Court, it appears that ALO is simply an independent contractor retained to collect debts for Citi. As such, ALO is not covered by the arbitration provision in the contract between Citi and Ms. Hudson.

*Mundi v. Union Sec. Life Ins. Co.*<sup>51</sup> is instructive. There the Ninth Circuit established whether and when a non-signatory to an arbitration provision could nonetheless avail itself of the arbitration provision’s protections.<sup>52</sup> The court examined

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those laws do not “undermine the goals and policies of the FAA” (*cited by Gibson v. Nye Frontier Ford, Inc.*, 205 P.3d 1091, 1096 (Alaska 2009)).

<sup>49</sup> *In re DirecTV Early Cancellation Fee Mktg. & Sales Practices Litig.*, 2011 U.S. Dist. LEXIS 102027 at \*38.

<sup>50</sup> *Cf., Mims v. Global Credit & Collection Corp.*, 2011 U.S. Dist. LEXIS 90220, \*11-18 (S.D. Fla. Aug. 12, 2011) (holding that debt collector was independent contractor of credit card company and therefore not authorized representative of credit card company for purposes of arbitration provision).

<sup>51</sup> 555 F.3d 1042 (9th Cir. 2009).

<sup>52</sup> *Id.* at 1044.

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decisions from around the country and concluded that, “in light of the general principle that only those who have agreed to arbitrate are obliged to do so,”<sup>53</sup> a non-signatory to the arbitration provision *cannot* avail itself of the arbitration provision’s protections if the complained-of conduct is neither “intertwined with the contract providing for arbitration” nor does it “arise out of” or “relate directly to” that contract.<sup>54</sup>

In this litigation, plaintiff’s complaint is based on ALO’s actions, not Citi’s actions. The subject matter of the parties’ dispute — ALO’s improper attorney’s fee requests — does not relate to the contract between plaintiff and Citi. Plaintiff’s claims are not intertwined, or even connected to, the Card Agreement between Citi and plaintiff. For these reasons, and in accord with *Mundi*, ALO cannot avail itself of the arbitration provision’s protections.

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<sup>53</sup> *Id.* at 1046.

<sup>54</sup> *Id.* at 1047: (citing *Sokol Holdings, Inc. v. BMB Munai, Inc.*, 542 F.3d 354, 361 (2d Cir. 2008) (non-signatory not bound by arbitration provision unless the “subject matter of the dispute was intertwined with the contract providing for arbitration.”); *Brantley v. Republic Mortgage Insurance Co.*, 424 F.3d 392, 396 (4th Cir. 2005) (non-signatory not bound by arbitration provision because claim did not arise out of or relate to the contract that contained the arbitration agreement); *Chastain v. Union Sec. Life Ins. Co.*, 502 F. Supp. 2d 1072, 1079-81 (C.D. Cal. 2007) (denying insurer’s motion to compel arbitration because plaintiff’s claims regarding his insurance policies were not intertwined with the credit card agreements that the policies covered)).



**E. The Parties Never Agreed to Arbitrate This Dispute.**

**1. There was never an agreement to arbitrate between Plaintiff and Citi.**

“Arbitration is a creature of contract . . . .”<sup>55</sup> “Because arbitration is a matter of contract, parties can only be compelled to arbitrate a matter where they have agreed to do so.”<sup>56</sup> “Typically, the party seeking to compel arbitration has the burden of demonstrating by a preponderance of the evidence the existence of an agreement to arbitrate.”<sup>57</sup> “In the context of a motion to compel arbitration, the Court applies a standard similar to the standard for a motion for summary judgment.”<sup>58</sup>

In Alaska, formation of a contract requires an offer, encompassing all essential terms, an unequivocal acceptance by the offeree of all terms of the offer, consideration, and intent to be bound by the offer.<sup>59</sup> In this case, plaintiff entered into the Card Agreement with Citi. The Card Agreement does not contain any arbitration provision.

<sup>55</sup> *Classified Emples. Ass'n v. Matanuska-Susitna Borough Sch. Dist.*, 204 P.3d 347, 353 (Alaska 2009).

<sup>56</sup> *Lexington Marketing Group v. Goldbelt Eagle, LLC*, 157 P.3d 470, 477 (Alaska 2007) (citing *AT&T Techs., Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 648 (1986)).

<sup>57</sup> *Cf., Helenese v. Oracle Corp.*, 2010 U.S. Dist. LEXIS 15071, \*8 (D. Conn. Feb. 19, 2010) (quoting *Tellium, Inc. v. Corning Inc.*, 2004 U.S. Dist. LEXIS 2289, 2004 WL 307238 at \*5 (S.D.N.Y. Feb. 13, 2004)) (internal quotation marks omitted).

<sup>58</sup> *Id.*

<sup>59</sup> *Hall v. Add-Ventures*, 695 P.2d 1081, 1087 (Alaska 1985).

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There is no evidence proffered by Citi showing that plaintiff ever executed a subsequent agreement with Citi containing an arbitration provision. And there is no suggestion that any consideration ever changed hands via-à-vis Citi's two "bill stuffers."<sup>60</sup>

Indeed, Citi effectively concedes that the basic requirements for a contract in Alaska, i.e., an offer, encompassing all essential terms, an unequivocal acceptance by the offeree of all terms of the offer, consideration, and intent to be bound, were *not* met here: Citi simply included a "bill stuffer" into one or more of its billing statements to plaintiff informing plaintiff that it was adopting an arbitration clause. Such fiats are not cognizable contracts under Alaska law because they fail to meet the basic elements for a contract. *See, e.g., Douglas v. United States Dist. Court*, 495 F.3d 1062, 1066 (9th Cir. 2007) ("a party can't unilaterally change the terms of a contract; it must obtain the other party's consent before doing so").<sup>61</sup>

<sup>60</sup> *See Helenese v. Oracle Corp.*, 2010 U.S. Dist. LEXIS 15071 at \*8-19 ("Furthermore, the purported agreement to arbitrate lacks consideration. . . . Consideration requires 'a benefit to the party promising, or a loss or detriment to the party to whom the promise is made.' " . . . Since the defendants in this case did not make a specific promise to continue employing Helenese in exchange for agreeing to the arbitration provision, or provide another benefit or suffer a detriment, the policy lacks consideration.") (citations omitted).

<sup>61</sup> Defendants try to avoid this fatal problem by telling this Court that it should apply South Dakota law. Of course, it's well-known that South Dakota has won, or leads, in the race to the bottom. *See, e.g., Robin Stein, Secret History of the Credit Card*, FRONTLINE (Nov. 23, 2004), at <http://www.pbs.org/wgbh/pages/frontline/shows/credit/more/rise.html> (discussing how South Dakota legislature allowed Citibank to rewrite its usury laws, and passed those laws in *one* day, so as to favor Citibank and to attract it to that state); Steve Benen,

**2. The cardmember agreement does not allow Citi to unilaterally add an arbitration provision.**

Citi asserts that it had a right to add an arbitration agreement to the Card Agreement it had with plaintiff because there is a provision in that Card Agreement allowing Citi to change the terms of that agreement. But, as Citi well knows, this precise argument has been regularly rejected by courts around the country.<sup>62</sup> Under the heading "Changing this Agreement" in Citi and plaintiff's contract, Citi reserves the right to change its fees and the financial terms of the account.<sup>63</sup> But this clause cannot

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Dakota has eliminated all insurance regulations so as to attract insurers to headquarter in its state).

But South Dakota's de facto corruption is not the only reason this Court should reject defendants' request that it apply South Dakota law. The primary reason this Court should refuse to apply South Dakota law is because the application of the law of South Dakota "would be contrary to a fundamental policy" of Alaska. *Long v. Holland Am. Line Westours*, 26 P.3d 430, 432 (Alaska 2001) (quoting RESTATEMENT (SECOND) OF CONFLICT OF LAWS § 187 (1971)). The Alaska Supreme Court could not have been clearer than it was in *Gibson* when it held that it was unconscionable as a matter of Alaska law for one party to be able to unilaterally modify an arbitration provision in a contract of adhesion. *Gibson v. Nye Frontier Ford, Inc.*, 205 P.3d at 1096. This is precisely what Citi wants to do here and is precisely what the South Dakota legislature has countenanced. Our Supreme Court has already held that such practices are unconscionable. To adopt Citi's choice of law provision would "would be contrary to a fundamental policy" of Alaska.

<sup>62</sup> *Long v. Fidelity Water Sys.*, 2000 U.S. Dist. LEXIS 7827, \*9 (N.D. Cal. May 24, 2000); *Myers v. MBNA Am. & N. Am. Capitol Corp.*, 2001 U.S. Dist. LEXIS 11900, \*13-15 (D. Mont. Mar. 28, 2001); *Sears Roebuck & Co. v. Avery*, 163 N.C. App. 207, 217-18 (N.C. App. 2004); *Badie v. Bank of America*, 67 Cal. App. 4th 779, 803 (Cal. App. 1998); *Stone v. Golden Wexler & Sarnese, P.C.*, 341 F. Supp. 2d 189, 198 (E.D.N.Y. 2004); *Kortum-Managhan v. Herbergers NBGL*, 204 P.3d 693, 700-01 (Mont. 2009); *Robertson v. J.C. Penney Co.*, 484 F. Supp. 2d 561, 566-68 (S.D. Miss. 2007).

<sup>63</sup> Walters Aff. at Exhibit 1.

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right to change its fees and the financial terms of the account.<sup>63</sup> But this clause cannot be reasonably construed as allowing Citi to unilaterally impose an arbitration provision on plaintiff.<sup>64</sup> Simply put, an arbitration provision is outside the scope of the original agreement.<sup>65</sup>

<sup>63</sup> Walters Aff. at Exhibit 1.

<sup>64</sup> See *Long*, 2000 U.S. Dist. LEXIS 7827, \*9 (“Defendants argue that the insertion of the arbitration clause and subsequent modification of it was authorized by the ‘Change of Terms’ provision in Mr. Continolo’s original credit card application. However, the provision is reasonably construed as allowing Household to terminate its agreement, change the credit limit or change financial terms of the account. It cannot be reasonably construed as explicitly allowing the insertion of an arbitration clause.”); *Stone*, 341 F. Supp. 2d at 198 (“[T]he terms discussed in the change-in-terms clause must supply the universe of terms which could be altered or affected pursuant to the clause. To hold otherwise would permit the Bank to add terms to the Customer Agreement without limitation as to the substance or nature of such new terms. There is nothing to suggest that plaintiff intended to give such unlimited power to the Bank, or that the law would sanction such a grant.”) (citations omitted).

<sup>65</sup> See *Myers*, 2001 U.S. Dist. LEXIS 11900, \*13-15 (“The amendment requiring arbitration is not foreshadowed in the original Agreement. . . . If MBNA’s argument that Myers ‘agreed’ to arbitration when she agreed to allow MBNA to amend the Agreement were accepted, there would be no reason to stop at arbitration. MBNA could ‘amend’ the Agreement to include a provision taking a security interest in Myers’ home or requiring Myers to pay a penalty if she failed to convince three friends to sign up for MBNA cards. Such provisions were as much within the agreement of the parties at the outset of their relationship as the arbitration provision.”); *Avery*, 163 N.C. App. at 217-18 (N.C. App. 2004) (“[N]othing could be more illusory’ than to allow a party to unilaterally amend a contract based on a provision such as the one in the handbook”); *Badie*, 67 Cal. App. 4th at 803 (“[W]hen the account agreements were entered into, the parties did not intend that the change of terms provision should allow the Bank to add completely new terms such as an ADR clause simply by sending out a notice. Further, . . . ambiguous contract language must be interpreted most strongly against the party who prepared it, a rule that applies with particular force to the interpretation of contracts of adhesion, like the account agreements here. Application of this rule strengthens our conviction that the parties did not intend that the change of terms provision should permit the Bank to add new contract terms that differ in kind from the terms and conditions included in the original

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Because Citi and plaintiff's original contract does not contemplate arbitration, Citi cannot unilaterally impose arbitration on plaintiff via a "bill stuffer." As the Mississippi Supreme Court recently stated in *Union Planters Bank, Nat'l Ass'n v. Rogers*,<sup>66</sup>

Submitting to arbitration means giving up the right to file a lawsuit in a court of competent jurisdiction. Waiving that right requires more than implied consent: Waiver presupposes full knowledge of a right existing, and an intentional surrender of that right. It contemplates something done designedly or knowingly, which modifies or changes existing rights or varies or changes the terms and conditions of a contract. It is the voluntary surrender of a right. To establish a waiver, there must be shown an act or omission on the part of the one charged with the waiver fairly evidencing an intention permanently to surrender the right alleged to have been waived.<sup>67</sup>

Here, as in *Rogers*, there is no evidence that plaintiff "voluntarily and knowingly waived" her right to sue in court.<sup>68</sup> As such, the arbitration "agreement" is unenforceable.

3. **If there was an enforceable arbitration agreement between plaintiff and Citi, it does not cover the unfair debt collection practices undertaken by a third party that are at issue in this case.**

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agreements.") (citations omitted); *Kortum-Managhan*, 204 P.3d at 700-01 ("[M]aking a change in a credit agreement by way of a 'bill stuffer' does not provide sufficient notice to the consumer on which acceptance of the unilateral change to a contract can be expressly or implicitly found. Consequently, Herbergers' unilateral attempt to amend its original cardholder agreement to include an arbitration clause was ineffective.").

<sup>66</sup> 912 So. 2d 116 (Miss. 2005).

<sup>67</sup> *Id.* at 119.

<sup>68</sup> *Id.* at 119-20.

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The defendants argue that the at-issue arbitration agreement between plaintiff and Citi covers the unfair debt collection practices at issue in this case. They are wrong; the unfair debt collection practices at issue in this case have nothing to do with any term or condition of Card Agreement and, further, that Card Agreement expired long ago.<sup>69</sup> Caselaw supports plaintiff's argument.

First, where the parties' contract is long expired, as here, only disputes that arise from the terms of that expired contract remain arbitrable.<sup>70</sup> In the case *sub judice*, there is no reasonable way for the defendants to claim that the unfair debt collection practices at issue in this case involve any term of the Card Member agreement. Arbitration is thus not required.<sup>71</sup>

<sup>69</sup> Affidavit of Janet Hudson, filed and served herewith.

<sup>70</sup> See *Litton Fin. Printing Div. v. NLRB*, 501 U.S. 190, 205-06 (1991) ("The object of an arbitration clause is to implement a contract, not to transcend it. . . . A postexpiration grievance can be said to arise under the contract only where it involves facts and occurrences that arose before expiration, where an action taken after expiration infringes a right that accrued or vested under the agreement, or where, under normal principles of contract interpretation, the disputed contractual right survives expiration of the remainder of the agreement.").

<sup>71</sup> See, e.g., *Helenese v. Oracle Corp.*, 2010 U.S. Dist. LEXIS 15071, \*17 (D. Conn. Feb. 19, 2010) ("The right to arbitrate is now asserted by the defendants as a procedural defense to the plaintiff's chosen forum for litigation of grievances that have nothing to do with the contract, and that arose only after the contract was no longer in effect. It is not the substantive right that gave rise to the cause of action in this case. Neither the *Litton* decision nor the Supreme Court's prior decision in *Nolde Brothers, Inc. v. Local No. 358, Bakery & Confectionery Workers Union, AFL-CIO*, 430 U.S. 243 (1977), held that an arbitration provision in an expired contract should be transformed into an 'accrued' or 'vested' right under a contract whose primary purpose had nothing to do with the right or duty to arbitrate disputes. Accordingly, none of the circumstances articulated in *Litton* bring this dispute within the class of disputes that

Second, the unfair debt collection practices at issue in this case have nothing to do with any term or condition of Card Agreement. It is obvious that “[a] party cannot be required to submit to arbitration any dispute which he had not agreed so to submit.”<sup>72</sup> Here, when Citi and plaintiff entered into the Card Agreement, they could not have possibly agreed to arbitrate illegal debt collection actions that have nothing to do with any term or condition in the Card Agreement.<sup>73</sup>

**F. Defendants’ Reliance on *Concepcion* Is Wholly Misplaced.**

**1. *Concepcion* does not apply in state court.**

Defendants’ briefing rests almost *in toto* on *Concepcion*. That reliance is misplaced. The 5-4 holding of *Concepcion* — that California’s *Discover Bank* rule stands as an obstacle to the purposes of the FAA and is thus preempted — is limited to cases, like *Concepcion*, that arose in federal court. Had the issue in *Concepcion* reached the United States Supreme Court from a state court, there could not have been five votes for preemption. We know this because Justice Thomas — who provided the crucial fifth vote for the *Concepcion* majority — has consistently maintained that the FAA does not apply in state court.

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(*US*), *Inc. v. Ali Indus.*, 2008 U.S. Dist. LEXIS 60411, \*10-11 (W.D. Tenn. July 24, 2008).

<sup>72</sup> *Classified Emples. Ass’n v. Matanuska-Susitna Borough Sch. Dist.*, 204 P.3d 347, 353 (Alaska 2009).

<sup>73</sup> *See, e.g., Chassereau v. Global-Sun Pools, Inc.*, 373 S.C. 168, 172-73 (S.C. 2007).

Since the 1995 case of *Allied-Bruce Termix Companies, Inc. v. Dobson*,<sup>74</sup> Justice Thomas has been adamant that the FAA in general, and §2 in particular, simply “does not apply in state courts.”<sup>75</sup>

Since Justice Thomas was appointed to the United States Supreme Court in 1991, the Court has on five occasions<sup>76</sup> confronted the question of whether the FAA applies to cases arising in state court. In every single one of those cases Justice Thomas has reiterated his view that it does not.

What the above facts mean is that if this case, or *Conception II*, reached the United States Supreme Court, it would not find preemption, as it did in *Conception*. The reason is simple: Justice Thomas has held steadfastly to his view that the FAA does not apply to cases arising in state court.

**2. *Conception* is not as broad as defendants wish.**

Defendants argue that *Conception* means that all parties to arbitration agreements are wholly immune from any and all state laws. As Citi summarizes its understanding of *AT&T Mobility*, “arbitration agreements must be enforced according

<sup>74</sup> 513 U.S. 265, 285 (1995) (Thomas, J. dissenting).

<sup>75</sup> *Id.*

<sup>76</sup> *Allied-Bruce, Doctor's Assocs., Inc. v. Casarotto*, 517 U.S. 681 (1996), *Green Tree Fin. Corp v. Bazzle*, 539 U.S. 444 (2003), *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440 (2006) and *Preston v. Ferrer*, 552 U.S. 346 (2008).



## Northern Justice Project

A Private Civil Rights Firm  
310 K Street, Suite 200  
Anchorage, AK 99501

Phone: (907) 264-6634 • Fax: (866) 813-8645

to their terms . . . .”<sup>77</sup> Fortunately, for consumers as well as all citizens, this grossly overstates the holding in *Conception*.

In *Conception*, the Court had to consider whether California law, which prohibited arbitration provisions that barred class claims, was preempted by the FAA. The Court found it did, holding that the FAA “preempts any state law that ‘prohibits outright the arbitration of a particular type of claim.’ ”<sup>78</sup> But the Supreme Court did not hold in *Conception* that all state laws that govern issues concerning the validity, revocability, and enforceability of contracts generally are preempted by the FAA. Indeed, on-point authority from the United States Supreme Court holds the precise opposite: “[S]tate law, whether of legislative or judicial origin, is applicable [to arbitration agreements] if that law arose to govern issues concerning the validity, revocability, and enforceability of contracts generally.”<sup>79</sup>

Cases decided after *Conception* are in accord with the above and confirm that defendants are grossly overstating the holding in *Conception*.<sup>80</sup>

---

<sup>77</sup> Citi Br. at 2.

<sup>78</sup> 131 S. Ct. at 1747.

<sup>79</sup> *Perry v. Thomas*, 482 U.S. 483, 492 n.9 (1987) (interpreting 9 U.S.C. § 2); see also *Allied-Bruce Terminix Cos., Inc. v. Dobson*, 513 U.S. 265, 281 (1995) (“States may regulate contracts, including arbitration clauses, under general contract law principles and they may invalidate an arbitration clause ‘upon such grounds as exist at law or in equity for the revocation of any contract.’ ”) (quoting 9 U.S.C. § 2).

<sup>80</sup> See *Brown v. Genesis Healthcare Corp.*, 2011 W. Va. LEXIS 61, \*60-61 (W. Va. June 29, 2011) (“To reiterate, a court may invalidate an arbitration clause ‘upon such grounds as exist at law or in equity for the revocation of any contract’ under Section 2 of the FAA.”); *Cnty. State Bank v. Strong*, 2011 U.S. App. LEXIS 17767,

**Northern Justice Project**

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**IV. CONCLUSION**

For the foregoing reasons, plaintiff requests that this Court deny defendants' motion to compel arbitration and grant her cross-motion for partial summary judgment.

DATED: 9/29/14

NORTHERN JUSTICE PROJECT, LLC  
Attorneys for Plaintiff

James J. Davis, Jr., AK Bar No. 9412140  
Goriune Dudnkgian, AK Bar No. 0506051  
Ryan Fortson, AK Bar 0211043

\*66-67 n.28 (11th Cir. Aug. 25, 2011) (“The ability of [] contractual defects to invalidate arbitration agreements is not affected by the Supreme Court’s decision in [*Concepcion*], which preserved ‘generally applicable contract defenses, such as fraud, duress, or unconscionability,’ so long as the defenses do not ‘apply only to arbitration or . . . derive their meaning from the fact that an agreement to arbitrate is at issue.’ ”); *Mission Viejo Emergency Medical Associates v. Beta Healthcare Group*, 197 Cal. App. 4th 1146, 1158 (Cal. App. 4th Dist. 2011) (“Defendants appear to argue that *Concepcion* essentially preempts all California law relating to unconscionability. We disagree, as the case simply does not go that far. General state law doctrine pertaining to unconscionability is preserved unless it involves a defense that applies ‘only to arbitration or that derive[s] [its] meaning from the fact that an agreement to arbitrate is at issue.’ ”). See also *Wis. Auto Title Loans, Inc. v. Jones*, 714 N.W.2d 155, 176-77 (Wis. 2006) (“Our application of state contract law to invalidate the arbitration provision at issue in the instant case is consistent with § 2 of the Federal Arbitration Act. Indeed, the United States Supreme Court has expressly stated that “[g]enerally applicable contract defenses, such as fraud, duress, or unconscionability, may be applied to invalidate arbitration agreements without contravening § 2 . . . .” Our contract law on unconscionability does not single out arbitration provisions. We therefore conclude that the Federal Arbitration Act does not preempt our unconscionability analysis.”).

**Northern Justice Project**

A Private Civil Rights Firm  
310 K Street, Suite 200  
Anchorage, AK 99501


Phone: (907) 264-6634 • Fax: (866) 813-8645

**CERTIFICATE OF SERVICE**

I hereby certify that on this date a true and correct copy of the foregoing was served via U.S. Mail on:

Jon S. Dawson  
Davis Wright Tremaine LLP  
7011 W. 8<sup>th</sup> Ave., Suite 800  
Anchorage, AK 99501

Marc G. Wilhelm  
Richmond & Quinn  
360 K Street, Suite 200  
Anchorage, AK 99501

 9/30/11  
Signature Date

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

JANET HUDSON, on behalf of herself )  
and all others similarly situated, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
CITIBANK (South Dakota) NA, )  
ALASKA LAW OFFICES, INC. and )  
CLAYTON WALKER, )  
 )  
Defendants. )

Filed in the Trial Courts  
STATE OF ALASKA, THIRD DISTRICT  
SEP 30 2011  
Clerk of the Trial Courts  
By \_\_\_\_\_ Deputy

Case No. 3AN-11-9196CI

**CERTIFICATE OF JAMES J. DAVIS, JR. IN OPPOSITION TO DEFENDANTS' MOTIONS TO COMPEL ARBITRATION AND IN SUPPORT OF PLAINTIFF'S CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT**

I, James J. Davis, Jr., after being first duly sworn, upon oath depose and state:

1. I am one of the lawyers for the plaintiff. I have first hand-knowledge of the facts contained in this affidavit, except as otherwise qualified, and the facts contained herein are true and correct.

2. Attached hereto as Exhibit 1 are true and correct copies of a May 25 and a June 21, 2011 letter from Alaska Law Offices, Inc. to the plaintiff wherein the letters state "This is a communication from a debt collector."

3. Attached hereto as Exhibit 2 is a true and correct copy of some of the pleadings filed by defendants against plaintiff in 3KN-10-1139 CI.

4. Attached hereto as Exhibit 3 is a true and correct copy of a print-out from CourtView showing a disbursement on July 18, 2011 to defendants in 3KN-10-1139 CI.

**Northern Justice Project**

A Private Civil Rights Firm  
310 K Street, Suite 200  
Anchorage, AK 99501

Phone: (907) 264-6634 • Fax: (866) 813-8645

5. Attached hereto as Exhibit 4 is a true and correct copy of the judgment defendants obtained in 3KN-10-1139 CI.

6. Attached hereto as Exhibit 5 is a true and correct copy of the attorney fee affidavit in 3KN-10-1139 CI.

7. Attached hereto as Exhibit 6 is a true and correct copy of a print-out from CourtView showing a disbursement on July 18, 2011 to defendants in 3KN-10-1139 CI.

8. Attached hereto as Exhibit 7 is the true and correct copy of the cease and desist letter that plaintiff sent to defendants in accord with the UTPA.

**FURTHER AFFIANT SAYETH NOT.**

DATED: 9/29/11

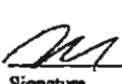
  
James J. Davis, Jr., AK Bar No. 9412140

**CERTIFICATE OF SERVICE**

I hereby certify that on this date a true and correct copy of the foregoing was served via U.S. Mail on:

Jon S. Dawson  
Davis Wright Tremaine LLP  
7011 W. 8<sup>th</sup> Ave., Suite 800  
Anchorage, AK 99501

Marc G. Wilhelm  
Richmond & Quinn  
360 K Street, Suite 200  
Anchorage, AK 99501

 9/30/11  
Signature Date

Alaska Law Offices, Inc.  
921 W. 6<sup>th</sup> Ave., Suite, 200  
Anchorage, Alaska 99501  
1-888-375-9213 Fax (907) 277-6108

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

FILED in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

NOV 12 2010

Clerk of the Trial Courts  
By \_\_\_\_\_ Deputy

Citibank (South Dakota) NA,  
Plaintiff,  
v.  
Janet Hudson,  
Defendant.

Case No. 3KN - 10 - 1139 CI

COMPLAINT

CITIBANK (SOUTH DAKOTA) NA ("Citibank"), through its counsel, Alaska Law Offices, Inc., alleges and complains as follows:

1. Citibank is a national bank organized under federal law (the National Bank Act at Title 12 of the United States Code) and is regulated by the Comptroller of Currency in Washington, DC. *Smiley v. Citibank (South Dakota, N.A.)*, (1994) 32 CA Rptr 2d 562, 563. National Banks are instrumentalities of the federal government and as such, are protected from state regulation, except to the extent permitted by the United States Congress by virtue of the Supremacy Clause of the United States Constitution as interpreted judicially by the rules compromising preemptions doctrine. *Marquette National Bank of Minneapolis v. First Omaha Services*, (1978) 99 S. Ct. 540, 545. Therefore, a national bank may bring a collection action in state court without complying with the state's laws requiring "foreign corporations" to be registered with the Secretary of State as a condition precedent to being able to bring suit in state court. *Steward v. Atlantic National Bank*, (9<sup>th</sup> Cir) 27 F.2d 224. National banks are not "foreign corporations" within the meaning of state statute.

2. Defendant Janet Hudson is a resident of the State of Alaska.

21826.001  
EO  
Citibank Complaint 04122007



3. Defendant entered into a credit card agreement that allowed them to make purchases, transfer balances and make cash advances from the Citibank.
4. Defendant authorized transactions made on the account.
5. Citibank provided monthly statements to the debtor showing all charges, transfers, advances, fees, credits, debits, and payments posted to the account.
6. Defendant failed to make the required monthly payments.
7. Citibank accelerated the balance demanded payment in full and provided a final account statement to the debtor.
8. Defendant did not dispute the charges in writing to Citibank at or near the time the statements were mailed to the defendant.
9. Defendant has failed to make payments as agreed in accordance with the agreement for purchases made to his/her Account No. ending in XXXXXXXXXXXXXXX9673. The purchases were made pursuant to Citibank's Card Agreement. See Exhibit A.
10. Plaintiff waives prejudgment interest on the balance.
11. As of 04/01/2009, the Defendant was in default under the Agreement in the amount of \$24170.24 in that he/she has failed to make monthly payments for the purchases made under the Agreement. See Affidavit attached as Exhibit 1.
12. Citibank has made a demand for payment but Defendant has failed to cure the default. See Exhibit 2.
13. Pursuant to the Agreement, Plaintiff is entitled to collection of the balance due under the account, plus interest, reasonable attorney's fees and costs incurred in the collection of this account.

**Wherefore, Plaintiff prays for the following relief:**


1. A money judgment in the amount of \$24170.24, without prejudgment interest;
2. Alaska Rule of Civil Procedure 82 Attorneys fees
3. Costs of court;

23826.001  
EO  
Citibank Complaint 04122007

3. Post judgment interest from the date of final judgment until collected; and,
4. Such other and further relief, at law and equity, to which the Plaintiff shows itself justly entitled.

DATED in Anchorage, Alaska on November 4, 2010.

ALASKA LAW OFFICES, INC.  
Attorney for Plaintiff



---

Clayton H. Walker Jr. ABA No. 0001002

2023526.001

23526.001  
20  
Citibank Complaint 04122007



Clayton Walker  
Alaska Law Offices, Inc.  
921 W. 6th Ave., Ste. 200  
Anchorage, AK 99501  
1-888-375-9212

Filed in the Trial Court  
State of Alaska, Third District  
at Kenai, Alaska  
FEB - 9 2011  
Clerk of the Trial Court  
Deputy

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

Citibank (South Dakota) NA

Plaintiff,

Janet Hudson,

Defendant.

Case No. 3KN-10-1139 CI

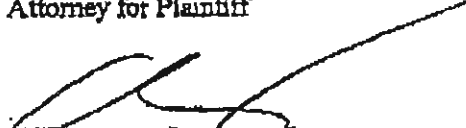
APPLICATION FOR ENTRY OF DEFAULT  
AND DEFAULT JUDGMENT

TO: CLERK OF THE COURT

Pursuant to Civil Rule 55, Plaintiff request that you enter the default of Defendant, Janet Hudson, for failure to plead or otherwise defend this action, as stated in the accompanying Affidavit.

DATED at Anchorage, Alaska, on January 28, 2011.

ALASKA LAW OFFICES, INC.  
Attorney for Plaintiff

  
Clayton Walker, Jr. 0001002

Default Ptf - Filed  
Application for Default

U

Clayton Walker  
Alaska Law Offices, Inc.  
921 W. 6th Ave., Ste. 200  
Anchorage, AK 99501  
1-888-375-9212

Filed in the Trial Court  
District of Alaska, Third District  
at Kenai, Alaska  
FEB - 9 2011  
Clerk of the Trial Court  
Deputy

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

Citibank (South Dakota) NA

Plaintiff,

Janet Hudson,

Defendant.

Case No. 3KN-10-1139 CI

AFFIDAVIT OF ENTRY OF DEFAULT  
AND DEFAULT JUDGMENT

STATE OF ALASKA                    )  
THIRD JUDICIAL DISTRICT        )ss.

I, Clayton Walker, being first duly sworn upon oath, state as follows:

1. That I am the attorney for the Plaintiff in this action, know of the circumstances surrounding this matter, and am competent to testify in this regard;
2. The Defendant, Janet Hudson, was served with the Summons and Complaint via Personal on 12/22/2010. (See Return of Service).
3. The Defendant has failed to plead or otherwise defend this action.
4. The amount justly due and owing to Plaintiff from Defendant is \$24170.24 which represents a default due to failure to make monthly payments under the Agreement. (Exhibit 2)
5. Plaintiff requests pre-judgment interest at the rate of 0.0000 per annum from 06/10/2010, through the date of judgment pursuant to Alaska judgment interest rate.
6. Defendant has made 0.00 in payments since the demand letter in this case.

Default Ptf - Filed  
Affidavit Supporting Default App. 1

- 7. That the Department of Defense records reflect that Defendant is not in the military service of the United States.
- 8. Defendant reported their date of birth to the Plaintiff as 01/03/1952. The defendant is not an infant or incompetent.

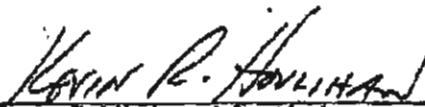
DATED at Anchorage, Alaska, on January 28, 2011.

ALASKA LAW OFFICES, INC.  
Attorney for Plaintiff



Clayton Walker, Jr. 0001002

SUBSCRIBED AND SWORN TO before me on January 28, 2011.

Notary Public in and for Alaska  
My Commission Expires: 8.1.11

Clayton Walker  
Alaska Law Offices, Inc.  
921 W. 6th Ave., Ste. 200  
Anchorage, AK 99501  
1-888-375-9212

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

Citibank (South Dakota) NA

Plaintiff,

Janet Hudson,

Defendant.

Case No. 3KN-10-1139 CI

ENTRY OF DEFAULT

Plaintiff has requested that default be entered, and Defendant, Janet Hudson, has failed to appear or otherwise defend this action.

IT IS SO ORDERED that default is entered against Defendant, Janet Hudson.

ENTERED at KENAI, Alaska, on this 11<sup>th</sup> day of February, 2011.

*Debbie D. Chappell*  
Deputy CLERK OF THE COURTS

Default Ptf - Filed  
Entry of Default

1

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
2/11/11  
D. Chappell

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT KENAI

Chibank (South Dakota) NA

Plaintiff(s),

vs.  
Janet Hudson

Defendant(s).

KEN-10-1139-CJ

CASE NO. \_\_\_\_\_

CREDITOR'S AFFIDAVIT

I, the undersigned Clayton H. Walker, upon oath or affirmation and under penalty of perjury, state as follows:

- 1. I am:  the judgment creditor Credit Guaranty NA  
 the attorney for the judgment creditor  
 an employee who is authorized in writing to sign on behalf of a judgment creditor \_\_\_\_\_ which is a corporation.

2. The judgment creditor has obtained a judgment against Janet Hudson  
in the total amount of \$ 26740.86 (judgment debtor)

3. I have knowledge of the facts of the collection efforts made to date by the judgment creditor on the judgment.

4. The judgment creditor  will attempt  has attempted to satisfy the judgment by levying against the following property, which the creditor believes is not exempt and is not property of a type subject to value limitations of AS 09.38.020.

Description of Property:  
Cash in a bank account at \$524.78 @ Wells Fargo Bank.  
Any funds levied within 45 days of the date below.

5. The judgment creditor believes the above listed property is not exempt for the following factual reasons: AS 09.38.020 provides that an individual who receives regular earnings is entitled to the earnings exemption but, not a liquid assets exemption. Defendant has made no voluntary payments on the judgment. Defendant was reported as unemployed. Public records reflect property collection outside the state which should be income-producing property.

May 25, 2011  
Date

[Signature]  
Signature  
**ALASKA LAW OFFICES, INC.**

Printed Name and Title  
921 W. 6th Ave. Ste. 200, Anch. AK 99501

Mailing Address City State ZIP

Subscribed and sworn to or affirmed before me at Anchorage, Alaska  
on May 25, 2011 (date)

(SEAL)

[Signature]  
Clerk of Court, Notary Public, or other person authorized to administer oaths.  
My commission expires 9.9.2013

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
AT KENAI

FILED in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

FEB 25 2011

Clerk of the Trial Courts

By \_\_\_\_\_ Deputy

Citibank (South Dakota) NA  
Plaintiff(s),  
Vs.  
Janet Hudson  
Defendant(s).

Case No. 3KN-10-1139 CI

**INFORMATION FOR ISSUANCE  
WRIT OF EXECUTION**

I request that the court issue a writ of execution on the judgment in the above-named case regarding debtor(s): Janet Hudson.

Judgment Amount: \$26740.86

Judgment Date: February 11, 2011.

**TYPE OF WRIT REQUESTED:**

- CIV-500 Writ of Execution
- CIV-502 Writ of Execution & Notice of Levy on PFD by Certified Mail
- CIV-504 Writ of Execution on PFD by Process Server
- CIV-525 Writ of Execution for Garnishment of Earnings

**FOR CIV-502 WRIT ONLY:**

Debtor: \_\_\_\_\_ DOB: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Debtor: \_\_\_\_\_ DOB: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Debtor: \_\_\_\_\_ DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

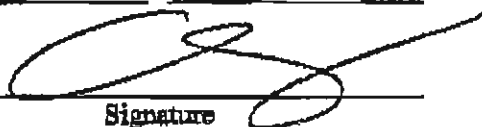
**The following payments were received after the judgment was entered:**

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>

**Post judgment costs:**

<u>Description</u>	<u>Date</u>	<u>Amount</u>

February 18, 2011  
Date

  
 \_\_\_\_\_  
 Signature  
Clayton Walker, Attorney  
 Name and Title  
921 W. 6<sup>th</sup> Ave. Ste. 200  
 Mailing Address  
Anchorage, AK 99501  
 City State Zip  
 Daytime Phone: 907-277-5000

FILED in the Trial Courts  
State of Alaska Third District  
at Kenai, Alaska

FEB 25 2011

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA

AT KENAI

Clerk of the Trial Courts

By \_\_\_\_\_ Deputy

**Citibank (South Dakota) NA**  
Plaintiff(s),

vs.

**Janet Hudson**  
Defendant(s).

CASE NO. 9KN-10-1139 CT

CREDITOR'S AFFIDAVIT

I, the undersigned Clayton H Walker, Jr. upon oath or affirmation and under penalty of perjury, state as follows:

- I am:  the judgment creditor \_\_\_\_\_  
 the attorney for the judgment creditor Citibank (South Dakota) NA  
 an employee who is authorized in writing to sign on behalf of a judgment creditor \_\_\_\_\_, which is a corporation.
- The judgment creditor has obtained a judgment against Janet Hudson in the total amount of \$ 25746.86 (judgment debtor)
- I have knowledge of the facts of the collection efforts made to date by the judgment creditor on the judgment.
- The judgment creditor  will attempt  has attempted to satisfy the judgment by levying against the following property, which the creditor believes is not exempt and is not property of a type subject to value limitations of AS 09.38.020.

Description of Property:  
Earnings, income and liquid assets, including but not limited to deposits, securities, notes, drafts, refunds, payments, and receivables.

- The judgment creditor believes the above listed property is not exempt for the following factual reasons:  
Citibank (South Dakota) NA has a valid, final, and enforceable judgment against Janet Hudson. Defendant has failed to file an approved sup creditor bond to suspend the execution of the judgment. Defendant has failed to identify any property owned by them subject to execution, within the state, of sufficient value to satisfy the judgment.

Date  
February 18, 2011

Signature  
ALASKA LAW OFFICES, INC.

Printed Name and Title  
921 W. 6th Ave. Ste. 200, Anch. AK 99501

Mailing Address City State ZIP

Subscribed and sworn to or affirmed before me at Anchorage, Alaska  
on February 18, 2011 (date)

(SEAL)



Signature of Court, Notary Public, or other person authorized to administer oaths,  
My commission expires 2.7.2013

CIV-505 (1/87) 23628.001 (CREDITOR'S AFFIDAVIT)  
CIV-505 (7/10)(st.3)  
CREDITOR'S AFFIDAVIT

AS 09.38.080(b); Civil R. 69(c)(3)

000088

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT KENAI

Citibank (South Dakota) NA  
Plaintiff(s),

vs.

Janet Hudson

Defendant(s).

CASE NO. 3KN-10-1139 CI

NOTICE OF LEVY AND SALE  
OF PROPERTY, AND NOTICE OF  
RIGHT TO EXEMPTIONS

To: Janet Hudson  
(Judgment debtor)

On 02/11/2011 the above court entered a judgment that you must pay  
(date)

to Citibank (South Dakota) NA the sum of \$ 26740.86  
(Judgment creditor)

Since you have not paid this judgment, the court has issued an order (called a "Writ of Execution") which allows the creditor to seize your property and sell it to pay your debt. The attached Creditor's Affidavit lists the property the creditor has seized or plans to seize. The amount seized may differ from the judgment amount because of payments you have made or court costs and interest which have accrued since the judgment. If you wish to check the figures, you may review the file at the clerk's office listed below.

You may have a right to protect this property by claiming that it is "exempt." "Exempt" property is property which is protected by law from being taken from you and sold to pay your debts. The Alaska statutes and federal statutes define what property is exempt. The attached Judgment Debtor Booklet explains these exemption laws.

If you want to try to protect your property, you must act immediately. Look in the Judgment Debtor Booklet to see if your property listed on the Creditor's Affidavit may be claimed as exempt. Then fill out the attached Claim of Exemptions form and file it with the clerk of court at the following address within 15 days from the date you receive this notice:

Clerk of Court  
125 Trading Bay Drive, Suite 100  
Kenai AK 99611-7717

Remember: These "exemptions" are not automatically given to you. You must claim them or you will lose them. **YOU MUST FILE YOUR CLAIM WITHIN 15 DAYS.**

Note: If another seizure of your property listed on the Creditor's Affidavit occurs within the next 45 days, you may not receive another notice, but you will still have the right to claim exemptions. Your 15 days to claim exemptions will begin the date the court receives the seized property. To find that date, see the instructions on pages 1-2 of the Judgment Debtor Booklet or call the court.

ALASKA LAW OFFICES, INC.  
Name of Creditor's Attorney  
921 W. 6TH Ave., Ste. 200  
Address  
Anchorage, AK 99501

Citibank (South Dakota) NA  
Name of Judgment Creditor  
Address

Note: A copy of the Judgment Debtor Booklet must be attached to this Notice.



09207

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

<u>CITIBANK (SOUTH DAKOTA) NA</u>	)
Plaintiff	)
vs.	)
<u>JANET HUDSON</u>	)
Defendant	)

Case No. 3KN-10-1139CI  
WRIT OF EXECUTION

To Any Officer Serving Process:

CITIBANK (SOUTH DAKOTA) NA recovered  
a judgment against JANET HUDSON  
in this court on February 11, 2011, in the total amount of \$26,740.86

You are commanded to satisfy the judgment, including interest, costs, and the expenses of execution, with personal property subject to execution and, if sufficient personal property cannot be found, with real property subject to execution belonging to the judgment debtor.

CLERK OF COURT

February 25, 2011 By: \_\_\_\_\_  
Date Deputy Clerk

Return to: 125 Trading Bay Dr Suite 100 Kenai, AK 99611

STATEMENT OF AMOUNT DUE as of February 25, 2011  
Date

Total Judgment	<u>\$26,740.86</u>	
Minus Amt. Paid to		
Date on Judgment	<u>\$0.00</u>	
Balance		<u>\$26,740.86</u>
Accrued Interest	<u>\$38.46</u>	
Minus Amt. Paid to		
Date on Interest	<u>\$0.00</u>	
Interest Balance		<u>plus \$38.46</u>
Accrued Costs	<u>\$0.00</u>	
Minus Amt. Paid to		
Date on Costs	<u>\$0.00</u>	
Costs Balance		<u>plus \$0.00</u>
<b>TOTAL</b>		<b><u>\$26,779.32</u></b>

Process Server:
Ak Court Svcs
No. Country
Atty's Process
InQuest Process

FFD BKSWP  
SLM  
CIV-3002(10)(r.3)  
WRIT OF EXECUTION

Server Code - Date - Writ

Fees for Service  
of Process \_\_\_\_\_  
Amt Collected on this  
Execution \_\_\_\_\_  
Civil Rule 69(a); AS09.35.034  
AS09.38.020, 065 & .80

09207

05/20/2011 12:40PM (GMT-07:00)

9151

### NOTICE OF LEVY BY A COURT WRIT

and all other financial institutions owned or controlled by the defendant, and all other financial institutions owned or controlled by the defendant, and all other financial institutions owned or controlled by the defendant.

**RE:** Janet Hudson **DOB:** 1/2/62

**FILE:** 09-01-1422

Additional information: The sum of \$ 25779.32, and subject to execution, with interest levied upon by the defendant, and all other financial institutions owned or controlled by the defendant, and all other financial institutions owned or controlled by the defendant.

LEGAL

31725411

0907

IN THE DISTRICT COURT FOR THE STATE OF ALABAMA  
THIRD JUDICIAL DISTRICT AT MESA

STATE OF ALABAMA

vs. JANET HUDSON  
Defendant

To Any Other Hearing Person:

A judgment was rendered on February 11, 2011, in the judgment of 25779.32

You are commanded to satisfy the judgment, including interest, costs, and the amount of execution, with personal property subject to execution, and (if available) personal property owned by you, with real property subject to execution, in the judgment above.

CLERK OF COURT  
*[Signature]*

Statement of Assets and Liabilities  
Dated February 25, 2011



Total Judgment	\$25,779.32
Plus Acc. Paid to Debtor	0.00
Minus Judgment	0.00
Accrued Interest	0.00
Minus Acc. Paid to Debtor	0.00
Interest Refunded	0.00
Accrued Costs	0.00
Minus Acc. Paid to Debtor	0.00
Total due to Creditor	\$25,779.32

FILE NO. 09-01-1422  
CASE NO. 09-01-1422

WRITE FULL CASE NUMBER ON CHECK.  
Make check payable to "Clerk of Court"  
Mail to: 309 G St Suite 215, Anchorage, Alaska 99501  
Phone (907) 273-3201 Fax (907) 273-2690

Clerk, Alaska Law Offices

# INQUEST

I hereby certify that this is a true copy of the original execution. *[Signature]*

Amount of Judgment: \$25,779.32  
Penalty Collection Service Fee(s):  
Total due plus interest: \$25,779.32

Prattman Barrett / Able Office

628 212 2121 HUNGO BANK BLDG

LEWY PROCESSING

PO BOX 29779

PHOENIX, AZ 85028

PHONE: 602-724-8808

You are notified that

I have not been notified of any other property of the judgment debtor in and possession or under your control.

I have not been notified of any other property of the judgment debtor in and possession or under your control.

of any other property of the judgment debtor in and possession or under your control.

WRITE FULL CASE NUMBER ON CHECK.

Make check payable to "Clerk of Court"

Mail to: 309 G St Suite 215, Anchorage, Alaska 99501

Phone (907) 273-3201 Fax (907) 273-2690

MAY 24 2011

PROCESSOR

Janet Hudson

MAY-20-2011 FRI 11:40 AM WFLA ALASKA HUB

webmaster@courts.state.ak.us

# Alaska Trial Court Cases

Dockets entered with dates prior to conversion to CourtView contain limited information from the legacy system.

Not all dockets represent documents in the case. Some dockets are descriptions of events entered in CourtView. For example: if a hearing is scheduled in CourtView, a docket is automatically created to reflect the scheduled event even though there is no document for that event.

A maximum of 100 dockets will display at one time. Select the "descending" sort option to view the last 100 dockets entered. Select the "ascending" sort option to view the first 100 dockets entered. To see more dockets, adjust the date range of your search.

New Search...

Summary
  Parties
  Events
  Dockets
  Disposition
  Costs

### Docket Search

3KN-10-01139CI Citibank (South Dakota) NA vs. Hudson, Janet

Search Criteria

Docket Desc.

Begin Date

End Date

Sort  
 Ascending  
 Descending

Search Results 23 Docket(s) found matching search criteria.

Docket Date	Docket Text	Amount	Amount Due	Images
07/18/2011	Writ of Execution Disbursement Alaska Law Offices Inc	524.78	0.00	
07/12/2011	Order Granting Motion Citibank (South Dakota) NA Case Motion #2 Request to Release Funds	0.00	0.00	
07/08/2011	Order Denying Motion on Record Hudson, Janet Case Motion #1 Claim of Exemption	0.00	0.00	
06/27/2011	Application for Permission to Appear by Telephone Without Confirmation (Rule 99) Clayton H Walker Jr (Attorney) on behalf of Citibank (South Dakota) NA (Plaintiff)	0.00	0.00	
06/21/2011	Hearing Set: Event: Claim of Exemption Hearing: District Court Date: 07/08/2011 Time: 3:00 pm Judge: Illsley, Sharon S Location: Courtroom 5, Kenai Courthouse	0.00	0.00	
06/17/2011	Response to Claim of Exemptions Attorney: Walker Jr, Clayton H (0001002) Case Motion #1: Claim of Exemption	0.00	0.00	



06/10/2011	Request to Release Funds Attorney: Walker Jr, Clayton H (0001002) Filing Party: Citibank (South Dakota) NA Case Motion #2	0.00	0.00
06/10/2011	Notice to Creditor Re: Claim of Exemption Issued Notice/Response to Claim of Exemptions Sent on: 06/10/2011 09:13:36 Case Motion #1: Claim of Exemption	0.00	0.00
06/10/2011	Claim of Exemption Attorney: Pro per (0100001) Filing Party: Hudson, Janet Case Motion #1	0.00	0.00
06/08/2011	Return of Service on Execution & Payment served 05/20/11 to Wells Fargo Process Server: Inquest Cost: \$35.00 Receipt: 696158 Date: 06/08/2011	524.78	0.00
05/31/2011	Notice of Compliance Clayton H Walker Jr (Attorney) on behalf of Citibank (South Dakota) NA (Plaintiff)	0.00	0.00
05/31/2011	Creditor's Affidavit	0.00	0.00
03/25/2011	Additional Costs	0.00	0.00
02/25/2011	Writ of Execution (CFV-500) Issued Inquest Process	0.00	0.00
02/25/2011	Creditor's Affidavit	0.00	0.00
02/11/2011	Default Judgment for Plaintiff Granted by Clerk	0.00	0.00
02/11/2011	Entry of Default Granted Against: Janet Hudson (Defendant);	0.00	0.00
02/03/2011	Application for Entry of Default and Default Judgment Attorney: Walker Jr, Clayton H (0001002) Janet Hudson (Defendant);	0.00	0.00
11/12/2010	Attorney Information Attorney Walker Jr, Clayton H representing Plaintiff(s) Citibank (South Dakota) NA as of 11/12/2010	0.00	0.00
11/12/2010	Case Flagged for Civil Rule 4(j) Tracking (3KN) Janet Hudson (Defendant);	0.00	0.00
11/12/2010	Summons and Notice to Both Parties of Judicial Assignment	0.00	0.00
11/12/2010	District Court Debt Complaint Receipt: 635051 Date: 11/12/2010	90.00	0.00
11/12/2010	Initial Judicial Assignment Sharon S Illsley	0.00	0.00

Clayton Walker  
Alaska Law Offices, Inc.  
921 W. 6th Ave., Ste. 200  
Anchorage, AK 99501  
1-888-375-9212

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

Citibank (South Dakota) NA

Plaintiff,

Janet Hudson,

Defendant.

Case No. 3KN-10-1139 CI

FINAL DEFAULT JUDGMENT

IT IS ORDERED that judgment is entered as follows:

1. Plaintiff, Citibank (South Dakota) NA, shall recover from and have judgment against Defendant(s), Janet Hudson d.o.b. 01/03/1952 as follows:

- a. Principal: \$24170.24
- b. Prejudgment Interest on \$24170.24  
Computed at the annual rate of 0.0000%  
From 04/01/2009 to date of Judgment: \$ \_\_\_\_\_
- c. Sub Total: \$ 24,170.24
- d. Attorney's Fees \$ 2,417.00  
Date Awarded: \_\_\_\_\_  
Judge: \_\_\_\_\_
- e. Costs: \$ 153.60  
Date Awarded: \_\_\_\_\_  
Clerk: \_\_\_\_\_
- f. TOTAL JUDGMENT: \$ 26,740.86
- g. Post Judgment Interest Rate 3.75 %

DATED this 11<sup>th</sup> day of February, 2011.

*Devin D. Chagnell*  
District Court Judge

Default Pte - Filed in District Court for the State of Alaska  
Final Default Judgment following at their address  
5424180272549673  
Clerk: *Walker (cc)*



000094

August 1, 2011 Clayton Walker  
Alaska Law Offices, Inc.  
921 W. 6th Ave., Ste. 200  
Anchorage, AK 99501  
1-888-375-9212

IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

Citibank (South Dakota) NA

Plaintiff,

Janet Hudson,

Defendant.

Case No. 3KN-10-1139 CI

AFFIDAVIT OF ACTUAL ATTORNEY FEES

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

}  
} as.

I, Clayton Walker, being first duly sworn upon oath, depose and state as follows:

a. That I am an employee at Alaska Law Offices, Inc.

b. I am an attorney that has practiced law in this state since 2000 and am familiar with the rates charged by other attorneys in this jurisdiction for this type of case. The actual attorneys fees charged in this case are \$4,834.05 exceed the Alaska Civil Rule 82 undisputed attorney's fees default rate of 10%.

c. Accordingly, the attorney fees under Alaska Civil Rule 82 should be \$2417.82.

DATED at Anchorage, Alaska, on January 28, 2011.

  
Clayton Walker, Jr. 0091002

SUBSCRIBED AND SWORN TO before me on January 28, 2011.



  
Notary Public in and for Alaska  
My Commission Expires: August 1, 2011

Default Ptf - Filed  
Affidavit of Actual



webmaster@courts.state.ak.us

# Alaska Trial Court Cases

**CAUTION:** This screen shows only that a case was filed. It does not show how the case ended. Do not assume that a defendant was convicted just because a criminal case was filed.

### Search Criteria

Company Name: citibank;

### Search Results

1606 record(s) found.

1-50 of 1606

Sort Results..

Party	Aff	Party Type	D.O.B	Case Status	Case Number
CITIBANK		PLNTF		Closed	<u>1CR-06-00008C</u>
CITIBANK		PLNTF		Closed	<u>1HA-03-00019C</u>
CITIBANK		PLNTF		Closed	<u>1JU-00-00008C</u>
CITIBANK		PLNTF		Closed	<u>1JU-04-00367C</u>
CITIBANK		PLNTF		Closed	<u>1JU-04-00368C</u>
CITIBANK		PLNTF		Closed	<u>1JU-06-00594C</u>
CITIBANK		PLNTF		Closed	<u>1JU-06-00872C</u>
CITIBANK		DFNDT		Closed	<u>1JU-06-00954C</u>
CITIBANK		PLNTF		Closed	<u>1JU-08-00512C</u>
CITIBANK		PLNTF		Closed	<u>1JU-06-00564C</u>
CITIBANK		PLNTF		Closed	<u>1JU-09-00489C</u>
CITIBANK		PLNTF		Closed	<u>1JU-09-00856C</u>
CITIBANK		PLNTF		Closed	<u>1JU-09-00934C</u>
CITIBANK		PLNTF		Closed	<u>1JU-09-01084C</u>
CITIBANK		PLNTF		Closed	<u>1JU-10-00420C</u>
CITIBANK		PLNTF		Closed	<u>1JU-10-00424C</u>
CITIBANK		PLNTF		Closed	<u>1JU-10-00512C</u>
CITIBANK		PLNTF		Closed	<u>1JU-10-00802C</u>
CITIBANK		PLNTF		Closed	<u>1JU-10-00830C</u>
CITIBANK		PLNTF		Closed	<u>1JU-99-01659C</u>
CITIBANK		PLNTF		Closed	<u>1JU-99-01704C</u>
CITIBANK		PLNTF		Closed	<u>1KE-00-00371C</u>
Citibank		PLNTF		Closed	<u>1PE-10-00051C</u>
Citibank		PLNTF		Closed	<u>2BA-08-00020C</u>
Citibank		PLNTF		Closed	<u>2KB-06-00025SC</u>
CITIBANK		PLNTF		Closed	<u>3AN-00-00124SC</u>
CITIBANK		PLNTF		Closed	<u>3AN-00-04248C</u>
CITIBANK		PLNTF		Closed	<u>3AN-00-05544C</u>
CITIBANK		PLNTF		Closed	<u>3AN-00-05544C</u>



CITIBANK	PLNTF	Closed	<u>3AN-00-05565C</u>
CITIBANK	PLNTF	Closed	<u>3AN-00-06868C</u>
CITIBANK	PLNTF	Closed	<u>3AN-00-08744C</u>
CITIBANK	PLNTF	Closed	<u>3AN-00-09929C</u>
CITIBANK	PLNTF	Closed	<u>3AN-00-09933C</u>
CITIBANK	PLNTF	Closed	<u>3AN-00-10083C</u>
CITIBANK	PLNTF	Closed	<u>3AN-00-10084C</u>
CITIBANK	PLNTF	Closed	<u>3AN-00-11435C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-04305C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-05499C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-05500C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-05501C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-06351C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-06352C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-08169C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-09083C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-10948C</u>
CITIBANK	PLNTF	Closed	<u>3AN-01-12550C</u>
CITIBANK	DFNDT	Closed	<u>3AN-02-05659C</u>
CITIBANK	PLNTF	Closed	<u>3AN-03-02982SC</u>
CITIBANK	PLNTF	Closed	<u>3AN-03-04812C</u>



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# Alaska Trial Court Cases

**CAUTION:** This screen shows only that a case was filed. It does not show how the case ended. Do not assume that a defendant was convicted just because a criminal case was filed.

### Search Criteria

Company Name: citibank;

### Search Results

1606 record(s) found.

51-100 of 1606 [\[Prev\]](#) [\[Next\]](#)

Sort Results..  [\[Go\]](#)

Party	Att	Party Type	D.O.B	Case Status	Case Number
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-06786C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-06789C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-06947C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-06949C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07235C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07287C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07288C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07289C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07291C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07292C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07295C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07296C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07297C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-07564C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-12204C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-12208C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-12224C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-12232C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-12467C!</a>
CITIBANK		PLNIF		Closed	<a href="#">3AN-03-13289C!</a>
Citibank		PLNIF		Closed	<a href="#">3AN-03-13280C!</a>
Citibank		ASGNE		Closed	<a href="#">3AN-04-02215SC</a>
Citibank		ASGNE		Closed	<a href="#">3AN-04-02216SC</a>
Citibank		ASGNE		Closed	<a href="#">3AN-04-02360SC</a>
Citibank		PLNIF		Closed	<a href="#">3AN-04-02871SC</a>
Citibank		PLNIF		Closed	<a href="#">3AN-04-02873SC</a>
Citibank		PLNIF		Closed	<a href="#">3AN-04-02874SC</a>
Citibank		ASGNE		Closed	<a href="#">3AN-04-03760C!</a>
Citibank		PLNIF		Closed	<a href="#">3AN-04-03766C!</a>

Citibank	ASGNE	Closed	<u>3AN-04-03770C</u>
Citibank	ASGNE	Closed	<u>3AN-04-04840C</u>
CITIBANK	ASGNE	Closed	<u>3AN-04-08431C</u>
CITIBANK	ASGNE	Closed	<u>3AN-04-08679C</u>
Citibank	PLNTE	Closed	<u>3AN-04-09338C</u>
Citibank	PLNTE	Closed	<u>3AN-04-09348C</u>
Citibank	PLNTE	Closed	<u>3AN-04-09352C</u>
Citibank	PLNTE	Closed	<u>3AN-04-09353C</u>
Citibank	PLNTE	Closed	<u>3AN-04-09355C</u>
Citibank	ASGNE	Closed	<u>3AN-04-09836C</u>
Citibank	PLNTE	Closed	<u>3AN-06-03337SC</u>
Citibank	PLNTE	Closed	<u>3AN-06-05168C</u>
Citibank	PLNTE	Closed	<u>3AN-06-05172C</u>
Citibank	PLNTE	Closed	<u>3AN-06-05174C</u>
Citibank	PLNTE	Closed	<u>3AN-06-07405C</u>
Citibank	PLNTE	Closed	<u>3AN-06-08994C</u>
Citibank	PLNTE	Closed	<u>3AN-06-09078C</u>
Citibank	PLNTE	Closed	<u>3AN-06-09086C</u>
Citibank	PLNTE	Closed	<u>3AN-06-09094C</u>
Citibank	PLNTE	Closed	<u>3AN-06-11713C</u>
CITIBANK	PLNTE	Closed	<u>3AN-06-12012C</u>

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# Alaska Trial Court Cases

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### Search Criteria

Company Name: citibank;

### Search Results

1606 record(s) found.

201-250 of 1606 [\[Prev\]](#) [\[Next\]](#)

Sort Results..  [\[Go\]](#)

Party	Att	Party Type	D.O.B	Case Status	Case Number
CITIBANK		PLNIF		Closed	<a href="#">4FA-01-01183CI</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-03-01651CI</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-03-01653CI</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-03-02630CI</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-00181CI</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-00182CI</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-00403SC</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-00404SC</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-00499SC</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-00500SC</a>
Citibank		CLM		Closed	<a href="#">4FA-04-00536PR</a>
Citibank		CLM		Closed	<a href="#">4FA-04-00536PR</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-00835SC</a>
Citibank		CLM		Closed	<a href="#">4FA-04-00874PR</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-04-01753CI</a>
Citibank		CLM		Closed	<a href="#">4FA-05-00587PR</a>
Citibank		PLNIF		Closed	<a href="#">4FA-05-00830SC</a>
Citibank		PLNIF		Closed	<a href="#">4FA-05-00831SC</a>
Citibank		PLNIF		Closed	<a href="#">4FA-05-00832SC</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-05-00885SC</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-05-01449SC</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-05-01450SC</a>
Citibank		PLNIF		Closed	<a href="#">4FA-05-01773CI</a>
Citibank		PLNIF		Closed	<a href="#">4FA-05-01774CI</a>
Citibank		PLNIF		Closed	<a href="#">4FA-05-02012CI</a>
Citibank		CLM		Closed	<a href="#">4FA-06-00505PR</a>
Citibank		CLM		Closed	<a href="#">4FA-07-00402PR</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-96-00161CI</a>
CITIBANK		PLNIF		Closed	<a href="#">4FA-99-01381CI</a>

CITIBANK	PLNTR	Closed	<u>4FA-99-01383CI</u>
CITIBANK	PLNTR	Closed	<u>4FA-99-01939CI</u>
CITIBANK	PLNTR	Closed	<u>4FA-99-02040CI</u>
CITIBANK	PLNTR	Closed	<u>4FA-99-02057CI</u>
CITIBANK	PLNTR	Closed	<u>4FA-99-02263CI</u>
CITIBANK	PLNTR	Closed	<u>4FA-99-02879CI</u>
CITIBANK	PLNTR	Closed	<u>4FA-99-02923CI</u>
Citibank	PLNTR	Closed	<u>4TO-04-00018CI</u>
Citibank South Dakota NA	PLNTR	Closed	<u>2BA-02-00006CI</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3AN-04-0179BSC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3AN-04-01802SC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3AN-04-04624CI</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3AN-04-07041CI</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3AN-05-04356SC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3AN-05-04357SC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3PA-04-00264SC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3PA-04-00265SC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>3PA-05-01449CI</u>
Citibank South Dakota NA	PLNTR	Closed	<u>4FA-05-01467SC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>4FA-05-01468SC</u>
Citibank South Dakota NA	PLNTR	Closed	<u>4FA-07-02264CI</u>



Dockets entered with dates prior to conversion to CourtView contain limited information from the legacy system.

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New Search...

Summary
  Parties
  Events
  Dockets
  Disposition
  Costs

### Docket Search

1KE-10-00700CI Citibank (South Dakota) NA vs. Ratzat, Michael A

Search Criteria

Docket Desc.

Begin Date

End Date

Sort  
 Ascending  
 Descending

Search Results 12 Docket(s) found matching search criteria.

Docket Date	Docket Text	Amount	Amount Due	Images
05/12/2011	Writ of Execution (CIV-500) Issued	0.00	0.00	
05/12/2011	Information for Writ of Execution Attorney: Walker Jr, Clayton H (0001002) Citibank (South Dakota) NA (Plaintiff);	0.00	0.00	
05/03/2011	Civil Deficiency Memo mailed re: Missing Signature Civil Deficiency Memo Sent on: 05/03/2011 10:32:17	0.00	0.00	
04/25/2011	Judgment Entered Default Judgment Amount: 8,168.88 Pre-Default Judgment Interest: 0.00 Attorney Fees: 816.88 Court Costs: 153.60 Other Fees: 0.00 Default Judgment Total: 9,139.36 Total Accrued Costs: 0.00 Total Accrued Interest: 0.00 Terms: Post Judgment Interest is 3.75% Type: Default Judgment Judge: Miller, Kevin G Default Judgment Date: 04/25/2011 Default Judgment Time: 11:30AM Referee: Recommendation Date: Default Judgment Status: Judgment Entered Default Judgment For: Citibank (South	0.00	0.00	

Dakota) NA - Plaintiff Default Judgment  
Against: Ratzat, Michael A - Defendant

Issuance

Writ

Type: Date Issued: Accrued Interest:

Satisfied Amount:

Return

Processed By: Received From: Accrued  
Costs: Satisfied Amount: Date Returned:  
Date Collected: Date Paid: Default  
Judgment Satisfied Amount: 0.00 Default  
Judgment Balance: 9,139.36 Case Total:  
0.00 Case Satisfied Amount: 0.00 Case  
Balance: 0.00

04/25/2011	Default Judgment for Plaintiff Granted by Judge	0.00	0.00
04/21/2011	Application for Entry of Default & Default Judgment Attorney: Walker Jr, Clayton H (0001002) Citibank (South Dakota) NA (Plaintiff);	0.00	0.00
03/14/2011	Return of Service	0.00	0.00
12/07/2010	Attorney Information Attorney Walker Jr, Clayton H representing Plaintiff(s) Citibank (South Dakota) NA as of 12/07/2010	0.00	0.00
12/07/2010	Case Flagged for Civil Rule 4(j) Tracking (IKE) Michael A Ratzat (Defendant);	0.00	0.00
12/07/2010	Summons and Notice to Both Parties of Judicial Assignment	0.00	0.00
12/07/2010	District Court Debt Complaint Receipt: 641226 Date: 12/07/2010	90.00	0.00
12/07/2010	Initial Judicial Assignment: Honorable Kevin Miller	0.00	0.00

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# Alaska Trial Court Cases

Dockets entered with dates prior to conversion to CourtView contain limited information from the legacy system.

Not all dockets represent documents in the case. Some dockets are descriptions of events entered in CourtView. For example: If a hearing is scheduled in CourtView, a docket is automatically created to reflect the scheduled event even though there is no document for that event.

A maximum of 100 dockets will display at one time. Select the "descending" sort option to view the last 100 dockets entered. Select the "ascending" sort option to view the first 100 dockets entered. To see more dockets, adjust the date range of your search.

New Search...

Summary
  Parties
  Events
  Dockets
  Disposition
  Costs

### Docket Search

3AN-10-10976CI Citibank (South Dakota) NA vs. Layugan, Yolanda C

Search Criteria

Docket Desc.

Begin Date

End Date

Sort  
 Ascending  
 Descending

Search Results 20 Docket(s) found matching search criteria.

Docket Date	Docket Text	Amount	Amount Due	Images
04/28/2011	Writ of Execution Disbursement Alaska Law Offices Inc	161.77	0.00	
04/08/2011	Motion Deemed Moot / funds already released Case Motion #1: Request and Order to Release Funds	0.00	0.00	
04/06/2011	Return of Service on Execution & Payment - 3/24/11 INQ \$35.00 Receipt: 675192 Date: 04/06/2011	161.77	0.00	
04/05/2011	Request and Order to Release Funds Attorney: Walker Jr, Clayton H (0001002) Citibank (South Dakota) NA (Plaintiff); Filing Party: Citibank (South Dakota) NA Case Motion #1	0.00	0.00	
04/05/2011	Successful Service of Judgment Debtor Packet - 3/31/11 \$10.99	0.00	0.00	
03/30/2011	Creditor's Affidavit Attorney: Walker Jr, Clayton H (0001002) Citibank (South Dakota) NA (Plaintiff);	0.00	0.00	

03/30/2011	Notice of Compliance with A.S. 09.38.080.085 & A.S. 09.38.080.900 (14) Attorney: Walker Jr, Clayton H (0001002) Citibank (South Dakota) NA (Plaintiff);	0.00	0.00
01/26/2011	Writ of Execution on PFD by Process Server Issued	0.00	0.00
01/04/2011	Creditor's Affidavit	0.00	0.00
01/04/2011	Information for Writ of Execution	0.00	0.00
01/03/2011	Judgment Entered Default Judgment Amount: 12,185.15 Pre-Default Judgment Interest: 0.00 Attorney Fees: 1,218.52 Court Costs: 101.41 Other Fees: 0.00 Default Judgment Total: 13,505.08 Total Accrued Costs: 0.00 Total Accrued Interest: 0.00 Terms: 3.5% post judgment interest rate Type: Default Judgment Judge: Rhoades, Stephanie L Default Judgment Date: 12/10/2010 Default Judgment Time: 12:00PM Referee: Recommendation Date: Default Judgment Status: Judgment Entered Default Judgment For: Citibank (South Dakota) NA - Plaintiff Default Judgment Against: Layugan, Yolanda C - Defendant	0.00	0.00
<hr/>			
Issuance			
<hr/>			
Writ			
Type: Date Issued: Accrued Interest: Satisfied Amount:			
<hr/>			
Return			
<hr/>			
Processed By: Received From: Accrued Costs: Satisfied Amount: Date Returned: Date Collected: Date Paid: Default Judgment Satisfied Amount: 0.00 Default Judgment Balance: 13,505.08 Case Total: 0.00 Case Satisfied Amount: 0.00 Case Balance: 0.00			
12/10/2010	Default Judgment for Plaintiff Granted by Judge	0.00	0.00
12/08/2010	Entry of Default Granted Against: Yolanda C Layugan (Defendant);	0.00	0.00
11/12/2010	Application for Entry of Default and Default Judgment Attorney: Walker Jr, Clayton H (0001002) Citibank (South Dakota) NA (Plaintiff);	0.00	0.00
11/12/2010	Affidavit of Service of Summons and Complaint (Restricted Mail Delivery Upon Y.C. Layugan) Attorney: Walker Jr, Clayton H (0001002) Citibank (South Dakota) NA (Plaintiff);	0.00	0.00
09/24/2010	Attorney Information Attorney Walker Jr, Clayton H representing Plaintiff Citibank (South Dakota) NA as of 09/24/2010	0.00	0.00



09/24/2010 Case Flagged for Civil Rule 4(j) Tracking (3AN) Yolanda C Layugan (Defendant);	0.00	0.00
09/24/2010 Summons and Notice to Both Parties of Judicial Assignment	0.00	0.00
09/24/2010 District Court Debt Complaint Receipt: 604494 Date: 09/24/2010	90.00	0.00
09/24/2010 Initial Judicial Assignment: Honorable Stephanie Rhoades	0.00	0.00

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# Alaska Trial Court Cases

**CAUTION:** This screen shows only that a case was filed. It does not show how the case ended. Do not assume that a defendant was convicted just because a criminal case was filed.

**Search Criteria**

**Company Name:** citibank;

**Search Results**

1606 record(s) found.

351-400 of 1606 [\[Prev\]](#) [\[Next\]](#)      **Sort Results..**  [\[Go\]](#)

Party	Att	Party Type	D.O.B	Case Status	Case Number
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09521CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09522CI</a>
Citibank (South Dakota) NA		PLNTF		Open	<a href="#">3AN-10-09523CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09524CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09525CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-08526CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09527CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09528CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09977CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09978CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09979CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09980CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-09981CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-10553CI</a>
Citibank (South Dakota) NA		PLNTF		Open	<a href="#">3AN-10-10554CI</a>
Citibank (South Dakota) NA		PLNTF		Closed	<a href="#">3AN-10-10555CI</a>