



IN THE COURT OF COMMON OF PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

**COMMONWEALTH FINANCIAL SYSTEMS,  
INC., assignee of UNIFUND CCR PARTNERS,  
assignee of FIRST USA BANK, N.A.**

NO. 04-620-02  
IN CIVIL ACTION

**Plaintiff(s)**

-vs-

**BETTY L. BLAKE**

**Defendant(s)**

**COMPLAINT**

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

**COUNSEL OF RECORD  
FOR THIS PARTY:**

*James R. Apple, Esq.*  
PA I.D. No. 37942  
*Charles F. Bennett, Esq.*  
PA I.D. No. 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
**APPLE AND APPLE, P.C.**  
**Firm No. 719**  
**4650 Baum Boulevard**  
**Pittsburgh, PA 15213**  
**Telephone: 412-682-1466**  
**Fax: 412-682-3138**

**FILED**

**MAY 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON OF PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

**COMMONWEALTH FINANCIAL SYSTEMS,  
INC., assignee of UNIFUND CCR PARTNERS,  
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**-vs-**

**BETTY L. BLAKE**

**Defendant(s)**

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

**Keystone Legal Services  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646**

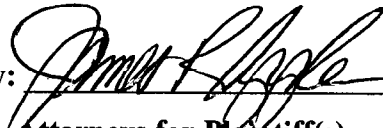
## **COMPLAINT**

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of First USA Bank, N.A., stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment and Affidavit is attached hereto as Exhibit "A1-2".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is PO Box 28, 1609 Clarendon Ave., Hyde, Clearfield County, Pennsylvania 16843.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$3,943.80, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 15.65% per annum on the balance due from October 23, 2003.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant in the principal amount of \$3,943.80, with appropriate additional interest from October 23, 2003, plus attorneys fees and costs.

**APPLE AND APPLE, P.C.**

By:   
Attorneys for Plaintiff(s)

# unifund

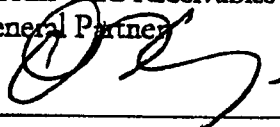
Unifund CCR Partners

## BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems ("Purchaser"), dated as of October 14, 2003 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on: 14 Oct 2003.

UNIFUND CCR PARTNERS  
By Credit Card Receivables Fund, Inc.  
A General Partner

  
By  
David Rosenberg  
CEO/Chairman

For Unifund Use ONLY

13

Client #	PID	CID #



State of Ohio )  
County of Hamilton ) ss.

**AFFIDAVIT AND ASSIGNMENT**

Jessica Bergholz, being sworn, deposes and says that she is Media Supervisor of UNIFUND CCR PARTNERS herein called assignor, which is doing business at 10625 Techwoods Circle, Cincinnati, OHIO 45242 and that she is authorized to make the statements and representations herein. There is due and payable from

**BETTY L BLAKE**, Acct. #**4417112105087805**, as of the **08/30/02**, the amount of **\$3210.01**. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the rate of **15.65** percent per annum.

Said agreement is hereby assigned, transferred and set over unto **COMMONWEALTH FINANCIAL SYSTEMS** with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim. The affiant states that to the best of the affiant's knowledge, information and belief there are no uncredited payments, just counterclaims or offsets against the said debt. Further, the undersigned acknowledges that in making this assignment, the assignor has made a complete assignment of said debt and that **COMMONWEALTH FINANCIAL SYSTEMS** is now the owner thereof, and they have complete authority to settle, adjust, compromise and satisfy the same and that the assignor has no further interest in said debt for any purpose.

DATED this 12<sup>th</sup> day of Mar., 2004.

UNIFUND CCR PARTNERS

By: Jessica Bergholz

Media Supervisor  
Title

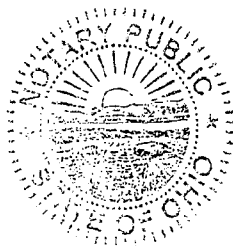
10625 Techwoods Circle, Cincinnati, OH 45242  
Address

Subscribed and sworn to before me this 12 day of Mar, 2004 by  
Jessica Bergholz Media Supervisor of Unifund CCR Partners.

My commission expires: \_\_\_\_\_

Client # 448

NOTARY SEAL



JENNIFER A. DUNCAN  
Notary Public  
in and for the State of Ohio  
My Commission Expires  
July 5, 2007





[illegible]

the fact that the "Catholic Church" is not a monolithic entity, but a collection of many different groups and individuals, each with their own beliefs and practices. The Catholic Church is a complex and diverse institution, and it is important to understand its many facets in order to appreciate its full range of beliefs and practices.

the 22nd of January, 1900, the day after the first of the snow storms, the temperature was 25° below zero, and the wind was from the north. The snow was very deep, and the wind was very strong. The people of the city were very much surprised at the severity of the storm. The snow was very deep, and the wind was very strong. The people of the city were very much surprised at the severity of the storm.

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First USA Bank  
Post Office Box 8650  
Wilmington, DE 19899-8650

Richard W. Vague  
President  
Chief Executive Officer

## FIRST USA

Dear Cardmember:

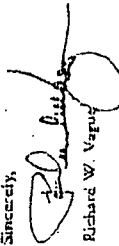
We would like to express our pleasure in having you as a valued Cardmember of First USA Bank. We are looking forward to providing you the superior service and exceptional benefits you deserve.

In this booklet, you will find your Cardmember Agreement. Please take the time to read your Agreement and keep it in a safe place for future reference. Before you start using your account and enjoying its many privileges, please be sure to sign the back of your card.

Our Cardmember services representatives are at your service 24 hours a day, 365 days a year at 1-800-955-9900. Please feel free to call us at your convenience, or write us at the above referenced address if we can assist you in any way.

Again, thank you for the opportunity to serve you.

Sincerely,

  
Richard W. Vague

A First USA Company  
Member FDIC

## This image is a dark, grainy, black and white scan, likely of a document page. It exhibits significant noise and a vertical band of lighter gray on the left side, suggesting a poor quality scan or a very dark original document. No text or other content is discernible.

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**YOUR BILLING RIGHTS**  
Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us In Case Of Errors Or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 2691, Newington, Connecticut 06111-0269. Write to us as soon as possible. We must hear from you no later than 60 days after we mail you the first bill on which the error or problem appeared. Not our employees, but our doing so will cost you more money.

In your letter, give us the following information:

- Your account number number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the facts you are not sure about.

**Your Rights And Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe that bill was correct.

After we receive your letter, we cannot try to collect any payments you owe, or report you to credit bureaus. We can continue to bill you for the amounts you owe, including finance charges, and we can apply any unpaid amount against your credit limit. But do not have to pay any disputed amount until we are not investigating. But you are not obligated to pay any part of your bill that we are not in question.

If we find that we made a mistake on your bill, you will not have to pay finance charges related to any disputed amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any unpaid payments on the disputed amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you still do not pay the amount that we think you owe, we may report you to credit bureaus. If our explanation does not satisfy you and you think the amount is wrong, you may have to pay the amount to pay, but we will report you to credit bureaus only if you have a payment about your bill. And we must try to resolve the dispute with you. We must tell you how we report you to credit bureaus, and how long we will keep your information on file.

If we don't follow these rules, we can't collect the first 25% of the questioned amount, even if your bill was correct.

**Special Rule For Credit Card Purchases**

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we make you the advance agent for the property or services.

**FIRSTUSA.**



**IMPORTANT NOTICE FOR FIRST USA BANK  
CREDIT CARD CUSTOMERS ABOUT CHANGES TO  
YOUR FIRST USA CARDMEMBER AGREEMENT**

This Notice informs you of changes to your First USA Cardmember Agreement.

**SUMMARY OF CHANGES:**

Currently, the Annual Percentage Rate (APR) for your Account is determined monthly based on the Wall Street Journal prime rate. That rate is being changed to 11.99% for all new and existing accounts. The change will be effective on the 21st day of the month following the change in the Wall Street Journal prime rate. The change in APR for your Account is being disclosed, as

required by law, to you in this Notice. The change in APR will be applied to your Account as of the 21st day of the month following the change in the Wall Street Journal prime rate. The change in APR will be applied to your Account as of the 21st day of the month following the change in the Wall Street Journal prime rate.

**EFFECTIVE DATE/NEW ACCOUNTS:**

The change in APR for new accounts will be effective January 1, 1994. For all existing accounts, the change in APR will be effective on the 21st day of the month following the change in the Wall Street Journal prime rate. The change in APR will be applied to your Account as of the 21st day of the month following the change in the Wall Street Journal prime rate. The change in APR will be applied to your Account as of the 21st day of the month following the change in the Wall Street Journal prime rate.

[illegible]

**THE ANNUAL PERCENTAGE RATE** corresponding to the Daily Periodic Rate at each Discount Rate will be the Daily Periodic Rate multiplied by 365.

As an example of the variable rate calculations, on September 1, 1990, the Prime Rate of Domestic Finance Charge determined according to the Consumer Goods would have been 8.544%, the corresponding ANNUAL PERCENTAGE RATE would have been 10.95%.

UNIVERSITY OF MICHIGAN

77. more information of this type is now from USA Consular Officers at present.

**This Notice informs you of changes to your First USA Communications Agreement.**

These charges do not affect your gross pay for FICA taxes. As always, your gross pay will be charged a Service Charge as indicated on your pay stub. Amounts billed to all employees by the Payment Cut-Off date are your responsibility.

[illegible]



as well as the impact of the proposed changes on your business. The proposed changes will be made to your Customer Agreement.

The city believes its services, such as Police and Civil Affairs and public works, are essential to the city's health and that such services will be subject to the same initial demand as other services.

- ALTY

smaller than previous years. The portion of the "Table of Interest Rates" is contained in your Condensed Statement relating to the "Interest Rates" and the corresponding Annual Percentage Rate will be provided to you.

At First USA, our goal is to give you the best possible credit card at a low competitive rate. That's why we've introduced our On-Time Promise — a new way of doing business that helps us keep your interest rate as low as possible.

THE LOWEST APR FOR  
CUSTOMERS WHO PAY ON TIME

First things first. You'll continue to enjoy a low, competitive Annual Percentage Rate (APR) as long as you make your minimum payment on time. You can even be confident that life's little accidents do happen, after all — and they won't affect your APR.

Customers who are late with payments twice within six months, however, will have their interest rate

**IMPORTANT NOTICE FOR FIRST USA HOME CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR FIRST USA CREDITCARD AGREEMENT**

## SUMMARY OF CHANGES

Germany the Annual Report of the American Legation dated November 19, 1938, and the American Legation Report dated January 11, 1939, in which it was stated that the American Legation in Berlin had received information from the German Government that the German Government was planning to issue a decree, pending starting with the 1st of April, 1939, which would require that all persons of Jewish blood, whether or not they were citizens of Germany, should be registered with the German Government by the date of the decree. The American Legation in Berlin was advised that the German Government was planning to issue a decree, pending starting with the 1st of April, 1939, which would require that all persons of Jewish blood, whether or not they were citizens of Germany, should be registered with the German Government by the date of the decree. The American Legation in Berlin was advised that the German Government was planning to issue a decree, pending starting with the 1st of April, 1939, which would require that all persons of Jewish blood, whether or not they were citizens of Germany, should be registered with the German Government by the date of the decree.

## EFFECTIVE DATE/NON-ACCIDENT INSTRUCTIONS

The changes in terms summarized above will become effective January 1, 1998 and are shown in your AVE and other pricing changes will apply as of the first day of your billing cycle beginning February 1, 1998. The new terms will apply to credit and debit transactions in both cash accounts and accounts that no longer have this privilege. If you do not wish to accept the new terms, you must notify us by January 1, 1998 and by December 30, 1997, please include your name, address and account number on the correspondence and mail it to: First USA Bank.

increased to a variable rate currently equal to 72.99%. Of course, all the features of their First USA credit card will be unchanged. What's more, they will have the opportunity to improve.

## ON-TIME PAYMENTS

OUR ON-TIME  
DELIVERY IS STANDARD

At First USA, we encourage good credit practices and recognize customers who use their credit card responsibly by ensuring they aren't penalized for the late payment practices of a few.

We're always working to give you the best possible value and convenience. We appreciate your business and thank you for being our customer.

OUR ON-TIME PROMISE MEANS VALUE FOR YOU

P.O. Box 4650 Wilmington, Delaware 19898-4650. Cashing up this notice will constitute your decision to cancel your change; privileged if not previously cancelled, but you may pay bill any outstanding interest balance of your Account under your prior terms.

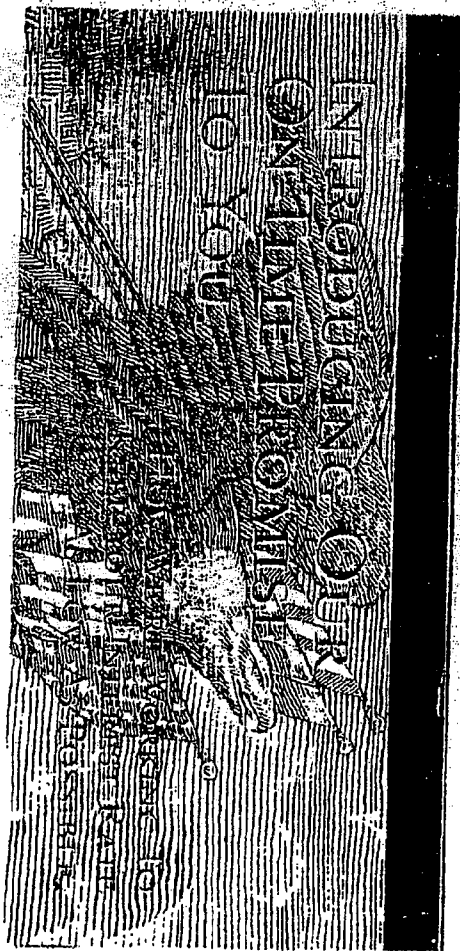
## AMENDMENTS TO CARDMEMBER AGREEMENTS

in order to implement the above-described change in terms, the following changes, as applicable, will be made to your Cardmember Agreement:

**FINANCIAL COUNCIL** **NOT LATE** If saving any tax on capital gains reported on Form 1041 is important to you, you may want to consider the following. The Finance Law Center has just published the Minimum Monthly Payment by the February 15 deadline for the 1996 tax year. The Finance Law Center has also published the Annual Percentage Rate by the February 15 deadline for the 1996 tax year. The Finance Law Center has also published the Annual Percentage Rate by the February 15 deadline for the 1996 tax year. The Finance Law Center has also published the Annual Percentage Rate by the February 15 deadline for the 1996 tax year.

The Annual Percentage Rate corresponding to the Early Period Rate at each Determination Date will be the Early Period Rate multiplied by 32.

**09-786**



on any increase or decrease occurs after the last such adjusted Daily Periodic Rate of 2.91% retroactively to a rate of 2.91% per annum. The Annual Percentage Rate of 2.91% shall be the rate of interest on the outstanding balance of the Account as of the date of the last such adjusted Daily Periodic Rate. The Annual Percentage Rate of 2.91% shall be the rate of interest on the outstanding balance of the Account as of the date of the last such adjusted Daily Periodic Rate.

As an example of the adjusted variable rate calculation, on November 1, 1997, the Daily Periodic Rate of Interest Finance Charge would be 0.00791% (2.91% divided by 365). If your Daily Periodic Rate of Interest Finance Charge would have been 0.00791% on November 1, 1997, the Annual Percentage Rate would have been 2.91%. If your Daily Periodic Rate of Interest Finance Charge would have been 0.00791% on November 1, 1997, the Annual Percentage Rate would have been 2.91%. If your Daily Periodic Rate of Interest Finance Charge would have been 0.00791% on November 1, 1997, the Annual Percentage Rate would have been 2.91%.

At any time you may request a statement of the Annual Percentage Rate of Interest Finance Charge, we will provide you with a statement of the Annual Percentage Rate of Interest Finance Charge. The statement will show the Annual Percentage Rate of Interest Finance Charge as of the date of the statement, and the Annual Percentage Rate of Interest Finance Charge as of the date of the last such adjusted Daily Periodic Rate. The statement will also show the Annual Percentage Rate of Interest Finance Charge as of the date of the last such adjusted Daily Periodic Rate.

At any time you may request a statement of the Annual Percentage Rate of Interest Finance Charge, we will provide you with a statement of the Annual Percentage Rate of Interest Finance Charge. The statement will show the Annual Percentage Rate of Interest Finance Charge as of the date of the statement, and the Annual Percentage Rate of Interest Finance Charge as of the date of the last such adjusted Daily Periodic Rate. The statement will also show the Annual Percentage Rate of Interest Finance Charge as of the date of the last such adjusted Daily Periodic Rate.

FIRST USA®

10/1/97





Collector Window



Debtor ID 1064547 Type Consumer SSN 188-26-6599 03/25/1936

Name BETTY L BLAKE

Phone

Home

814-765-2591

Address

PO BOX 28

1609 Clarendon Avenue

HYDE

PA 16843

Warning

Worklist

081 Next Contact 03/01/2004

Time

Account Details Window

Name Commonwealth Financial Services, Inc. Stat Serv Date Princ

Commonwealth Financial Services, Inc. 10/16/1987 \$3

Show Acct Edit EDOA View Assoc 1 accounts \$3

Activity Window

Display activity time as Local User time

ACT DATE ACT TIME USER ID COMMENTS

02/04/2004 4:38:04 PM 081 tr 814-765-2591

02/13/2004 9:00:13 AM 381 tr 814-765-2591

02/15/2004 1:18:13 PM 061 Email Assist from

02/17/2004 10:16:22 AM ADM Letter T&amp;P ser

02/17/2004 6:59:05 PM 381 tr 814-765-2591

02/23/2004 8:54:27 PM 381 tr 814-765-2591

- [X]

Agency



ST

DL

DOB

SSN

188-26-6599

03/25/1936

Name

BETTY L BLAKE

Type

Consumer

SSN

188-26-6599

DOB

03/25/1936

DL

ST

Name

BETTY L BLAKE

Type

Consumer

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SSN

188-26-6599

03/25/1936

Name

BETTY L BLAKE

Type

# AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

4-19-04  
Date:

  
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 101268

CFSI File No. 1064547  
Betty L. Blake

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

COMMONWEALTH FINANCIAL SYSTEMS, INC.

VS.

BLAKE, BETTY L.

COMPLAINT

Sheriff Docket #

15517

04-620-CD

**SHERIFF RETURNS**

NOW MAY 10, 2004 AT 9:10 AM SERVED THE WITHIN COMPLAINT ON BETTY L. BLAKE, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETTY BLAKE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

**Return Costs**

Cost	Description
22.00	SHERIFF HAWKINS PAID BY: ATTY CK# 1992
10.00	SURCHARGE PAID BY: ATTY CK# 1993

Sworn to Before Me This

19 Day Of May 2004  
William A. Shaw

So Answers,

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

**FILED**

0 2:02 PM  
MAY 19 2004

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

**Commonwealth Financial Systems, Inc., assignee  
Of Unifund CCR Partners, assignee of First  
USA Bank, N.A.**

**NO. 2004-620-CD  
IN CIVIL ACTION**

**Betty L. Blake**

*-vs- Plaintiff(s)*

*Defendant(s)*

**PRAECIPE FOR DEFAULT  
JUDGMENT  
CODE-  
FILED ON BEHALF OF  
PLAINTIFF**

**COUNSEL OF RECORD  
FOR THIS PARTY:**

*James R. Apple, Esq.*

PA I.D. No 37942

*Charles F. Bennett, Esq.*

PA I.D. No 30541

*Joel Hausman, Esq.*

PA I.D. No. 42096

**APPLE AND APPLE, P.C.**

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone (412) 682-1466

**FILED**

JUN 17 2004

*W. A. Shaw*  
Notary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

**Commonwealth Financial Systems, Inc., assignee  
Of Unifund CCR Partners, assignee of First  
USA Bank, N.A.**

**NO. 2004-620-CD  
IN CIVIL ACTION**

**Betty L. Blake**                      -vs-      *Plaintiff(s)*

*Defendant(s)*

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$5,327.12, computed as follows:


Amount named in Complaint	\$3,943.80
Interest from October 23, 2003 to June 15, 2004 on \$3,943.80	\$397.37
Less payment of:	-\$
Attorney fees	\$985.95
<b>TOTAL</b>	<b>\$5,327.12</b>

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on June 3, 2003 by regular mail, postage prepaid and, addressed as follows:

Defendant:      Betty L. Blake  
                         PO Box 28, 1609 Clarendon Ave.  
                         Hyde PA 16843

**APPLE AND APPLE, P.C.**

Dated: 6/15/04

By:   
Attorneys for the Plaintiff(s)



IN THE COURT OF COMMON OF PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,  
INC., assignee of UNIFUND CCR PARTNERS,  
assignee of FIRST USA BANK, N.A.

NO. 2004-620-CD  
IN CIVIL ACTION

*Plaintiff(s)*

-VS-

BETTY L. BLAKE

*Defendant(s)*

Betty L. Blake  
1609 Clarendon Ave.  
Hyde, PA 16843

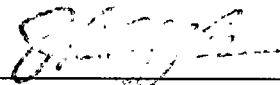
Date of Notice: June 3, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU, UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE. A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Keystone Legal Serices  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646

By: \_\_\_\_\_

  
James R. Apple, Esq.  
Attorneys for Plaintiff(s)  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466

**FILED**  
w/ 54 Mr. Prothonotary  
JUN 17 2004  
Sent to Mr. Prothonotary

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

**Commonwealth Financial Systems, Inc., assignee  
Of Unifund CCR Partners, assignee of First  
USA Bank, N.A.**

**NO. 2004-620-CD  
IN CIVIL ACTION**

-vs-      *Plaintiff(s)*

**Betty L. Blake**

*Defendant(s)*

**NOTICE OF JUDGMENT OR ORDER**

TO:    ☐ Plaintiff    ☒ Defendant    ☐ Garnishee

You are hereby notified that the following Order or Judgment was entered against  
you on \_\_\_\_\_.

☒ Assumpsit Judgment in the amount of \$5,327.12, plus costs.

☐ Trespass Judgment in the amount of \$\_\_\_\_\_.

☐ If not satisfied within sixty (60) days, your motor vehicle operator's license and/or

☐ Registration will be suspended by the Dept. of Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

☒ Entry of Judgment

☐ Court Order

☐ Non-Pros

☐ Confession

☒ Default

☐ Verdict

☐ Arbitration Award

☐ Other

Betty L. Blake  
PO Box 28, 1609 Clarendon Ave.  
Hyde, PA 16843

**PROTHONOTARY**

**By: \_\_\_\_\_  
Prothonotary (or Deputy)**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Commonwealth Financial Systems, Inc.  
Plaintiff(s)

No.: 2004-00620-CD

Real Debt: \$5,327.12

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Betty L. Blake  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 17, 2004

Expires: June 17, 2009

Certified from the record this 17th day of June, 2004

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

Date		Judge	
04/07/2003	Miscellaneous Payment: Subpoena Paid by: Colavecchi Receipt number: 1858315 Dated: 04/07/2003 Amount: \$6.00 (Check)	Fredric Joseph Ammerman	
04/11/2003	Sheriff Returns: Now, April 3, 2003 served subpoena to Richard Lanzoni at Sheriff's office \$31.72 Shff. Hawkins, paid by Atty.	Fredric Joseph Ammerman	✓
	Sheriff Returns: Now, April 1, 2003 served the subpoena on Frank Zimmerman, at Luthersburg Post Office by handing to Defendant. \$43.07 Shff. paid by Atty.	Fredric Joseph Ammerman	✓
04/14/2003	Motion For Continuance. filed by s/Jeffrey S. DuBois, Esq. Certificate of Service 3 cc Atty DuBois	Fredric Joseph Ammerman	✓
	Plaintiff's Response To Defendant's Petition For Counsel Fees And Costs. filed by s/Jeffrey S. DuBois, Esq. Certificate of Service 3 cc Atty DuBois	Fredric Joseph Ammerman	✓
04/16/2003	Answer To Motion For Continuance. filed by s/Joseph Colavecchi, Esquire 4 cc Atty Colavecchi	Fredric Joseph Ammerman	✓
04/17/2003	ORDER: AND NOW, this 16th day of April, 2003, the Plaintiff's Motion for Continuance is hereby granted. Hearing shall be continued until the 23rd day of May, 2003 at 8:45 AM. s/FJA 4 cc to Atty. Dubois	Fredric Joseph Ammerman	✓
04/29/2003	ORDER, NOW, this 28th day of April, 2003, re: Petition To Allow Appraisal of the Real Estate and Tools is GRANTED, etc. by the Court, s/FJA, J. 2 cc Atty J. DuBois, J. Colavecchi, and C. Mohney	Fredric Joseph Ammerman	✓
05/20/2003	Sheriff Returns: Now, April 9, 2003 Shff. Delaware County served subpoena State Farm Insurance. Shff. Hawkins, \$32.74, Shff. Delaware Co. \$34.25 paid by Atty.	Fredric Joseph Ammerman	
05/23/2003	Petition For Protective Order. filed by s/Matthew B. Taladay, Esquire Verification s/Frank Zimmerman 3 cc Atty Taladay	Fredric Joseph Ammerman	✓
	Rule to Show Cause, Rule returnable the 27 day of May, 2003 at 11:00 a.m. BY THE COURT: /s/Fredric J. Ammerman, Judge Three CC Atty Taladay--one copy faxed to Taladay by C/A; Taladay said he would fax to all other concerned parties.	Fredric Joseph Ammerman	✓
05/27/2003	Answer To Petition For Protective Order. filed by s/Joseph Colavecchi, Esquire 4 cc Atty Colavecchi	Fredric Joseph Ammerman	✓
	Answer to Petition For Joinder. filed by s/Christopher E. Mohney, Esq. Verification s/Joan Gray s/William M. Gray 3 cc Atty Mohney	Fredric Joseph Ammerman	✓
05/28/2003	ORDER, NOW, this 23rd day of May, 2003, re: Defendant's Petition for Counsel fees and costs, the matter continued and shall be rescheduled upon the release of the Plaintiff. The matter will be rescheduled by the Court Administrator in approximately thirty (30) days. by the Court, s/FJA, J. 1 Atty DuBois, 2 Atty J. Colavecchi, and 2 Atty Mohney	Fredric Joseph Ammerman	✓
05/30/2003	Sheriff Returns: Now May 27, 2003 Returned subpoena "not served per Attorney" Shff. Hawkins \$14.37 Paid by Atty.	Fredric Joseph Ammerman	✓
	Sheriff Returns: Now, May 28, 2003 Returned subpoena "not served per Attorney" Shff. Hawkins \$28.05, paid by Atty.	Fredric Joseph Ammerman	✓
	ORDER: NOW, this 27th day of May 2003 it is the Order of Court that Motion be granted to the extent that Mr. Zimmerman not be required to produce any records prior to the year 2001. s/FJA 2 cc Atty DuBois, 2 cc Atty. Colavecchi, 2 cc Atty. Mohney	Fredric Joseph Ammerman	✓

IN THE COURT OF COMMON OF PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,  
INC., assignee of UNIFUND CCR PARTNERS,  
assignee of FIRST USA BANK, N.A.

NO. 2004-620-CD  
IN CIVIL ACTION

Plaintiff(s)

-VS-

BETTY L. BLAKE

Defendant(s)

**FILED**

OCT 14 2005

W/2:00/ (signature)  
William A. Shaw

Prothonotary/Clerk of Courts

sent to App

**PRAECIPE FOR SATISFACTION  
OF JUDGMENT**

CODE-  
FILED ON BEHALF OF  
**PLAINTIFF**

**COUNSEL OF RECORD  
FOR THIS PARTY:**

*James R. Apple, Esq.*

PA I.D. No. 37942

*Charles F. Bennett, Esq.*

PA I.D. No. 30541

*Joel E. Hausman, Esq.*

PA I.D. No. 42096

**APPLE AND APPLE, P.C.**

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213

Telephone: 412-682-1466

Fax: 412-682-3138

IN THE COURT OF COMMON OF PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,  
INC., assignee of UNIFUND CCR PARTNERS,  
assignee of FIRST USA BANK, N.A.

NO. 2004-620-CD  
IN CIVIL ACTION

Plaintiff(s)

-VS-

BETTY L. BLAKE

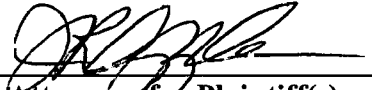
Defendant(s)

**PRAECIPE FOR SATISFACTION**  
**OF JUDGMENT**

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned Judgment.

APPLE AND APPLE, P.C.

Dated: 10/11/05

By:   
Attorneys for Plaintiff(s)

**I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT  
STATEMENT OF THE ABOVE CASE.**

**THIS STATEMENT IS MADE SUBJECT TO THE  
PENALTIES OF 18 PA. C.S. 4904 RELATING TO  
UNSWORN FALSIFICATIONS TO AUTHORITIES.**

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Commonwealth Financial Systems, Inc.

No.: 2004-00620-CD

Vs.

Debt: \$5,327.12

Betty L. Blake

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, October 14, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 14th day of October, A.D. 2005.

  
\_\_\_\_\_  
Prothonotary