04-1054-CD
COMMONWEALTH FINANCIAL SYSTEM, INC, etal VS GARY J SIERZEGA

Comm Fin et al vs Gary Sierzega
2004-1054-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

Plaintiff(s)

-vs-

GARY J. SIERZEGA

Defendant(s)

NO. 2004-~~010154~~ 1054 CD
IN CIVIL ACTION

PRAECIPE TO EXEMPLIFY

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD OF 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 15213-1237
Telephone: 412-682-1466
Fax: 412-628-3138

FILED Atty pd. 15.00
m/ 14:00 pm 1CC + exempl.
APR 15 2005 to Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

Plaintiff(s)

-vs-

GARY J. SIERZEGA

Defendant(s)

NO. 2004-010154-CD
IN CIVIL ACTION

PRAECIPE TO EXEMPLIFY

TO THE PROTHONOTARY

SIR:

Kindly exemplify the record in the above-captioned matter so that we may transfer the Judgment to Jefferson County.

SWORN TO AND SUBSCRUIBED

BEFORE ME THIS 13th **DAY OF**

April, **20**05

Mary Beth Vandergraft

NOTARY PUBLIC

Notarial Seal
Mary Beth Vandergraft, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 20, 2006
Member, Pennsylvania Association Of Notaries

APPLE AND APPLE, P.C.

By: [signature]
Attorneys for Plaintiff(s)

FILED

APR 1 5 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY

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

Vs. **NO. 2004-01054-CD**

Gary J. Sierzega

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Please of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Commonwealth Financial System, Inc., assignee of Unifund CCR Partners, assignee of First USA Bank, N.A. and against Gary J. Sierzega on November 29, 2004, in the amount of $26,735.14.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 15th day of April, A.D., 2005.

William A. Shaw
Prothonotary

BY: ______________________
Deputy

Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01054-CD

Current Judge: No Judge

User: BHUDSON

Commonwealth Financial System, Inc., Unifund CCR Partners, First USA Bank, N.A. vs. Gary J. Sierzega

Civil Other

Date		Judge
07/12/2004	Filing: Civil Complaint Paid by: Apple, James R. (attorney for Commonwealth Financial System, Inc.) Receipt number: 1882672 Dated: 07/12/2004 Amount: $85.00 (Check) One CC Sheriff	No Judge
08/13/2004	Sheriff Return, NOW August 13, 2004, Complaint returned: "NOT FOUND" as to Gary J. Sierzega. House appears empty. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
09/20/2004	Filing: Reissue Writ/Complaint Paid by: Apple, James R. (attorney for Commonwealth Financial System, Inc.) Receipt number: 1886851 Dated: 09/20/2004 Amount: $7.00 (Check)	No Judge
11/01/2004	Sheriff Return, Now, October 13, 2004 served the within complaint on Gary J. Sierzega, Defendant by Deputizing the Sheriff of Jefferson County. So Answers, Chester A. Hawkins, Sheriff.	No Judge
11/29/2004	Filing: Judgment Paid by: Apple, James R. (attorney for Commonwealth Financial System, Inc.) Receipt number: 1890992 Dated: 11/29/2004 Amount: $20.00 (Check) Judgment entered in favor of Plaintiffs and against the Defendant in the sum of $26,735.14.	No Judge
04/15/2005	Filing: Exemplified Record Paid by: Apple, James R. (attorney for Commonwealth Financial System, Inc.) Receipt number: 1899480 Dated: 04/15/2005 Amount: $15.00 (Check) One CC and exemplification to Charles F. Bennett, Esq.	No Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

Plaintiff(s)

-vs-

GARY J. SIERZEGA

Defendant(s)

NO. 04-1054-CD
IN CIVIL ACTION

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

9/20/04 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

Deputy Prothonotary

FILED Atty pd. 85.00
m 12:49 BN
JUL 12 2004 1 CC Shff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEM, INC., assignee of UNIFUND CCR PARTNERS, asssignee of FIRST USA BANK, N.A.	**NO. IN CIVIL ACTION**

Plaintiff(s)

-vs-

GARY J. SIERZEGA

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 is attached hereto as Exhibit "A".

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 32 Euclid Avenue, Du Bois, Clearfield County, Pennsylvania 15801.

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 $19,028.92, 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 19.24% per annum on the balance due from January 28, 2004.

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 $19,028.92, with appropriate additional interest from January 28, 2004, 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, Inc. ("Purchaser"), dated as of January 9, 2004 (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 January 26, 2004

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

By ______________________
David Rosenberg
President

For Unifund Use ONLY

Client #	PID	CID #

EXHIBIT A

F

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

GARY J SIERZEGA, Acct. #**4417122621237040**. as of the **01/31/03**, the amount of **$15778.56**. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the rate of **19.24** 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 4th day of May, 2004.

UNIFUND CCR PARTNERS

By: Jessica Bergholz

Media Supervisor
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

Subscribed and sworn to before me this 4 day of May, 2004 by Jessica Bergholz Media Supervisor of Unifund CCR Partners.

My commission expires: ________

Client # **448**

NOTARY SEAL

NOTARIAL SEAL

AUTUMN HOPKINS, Notary Public
In and for the State of Ohio
My Commission Expires July 18, 2007

1179292

F-042004-0004

Table of Interest Charges

The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases until the last day of your billing cycle that includes January 1, 19[illegible] (the "Introductory Period") is a fixed rate of 0.01[illegible]%, corresponding to an ANNUAL PERCENTAGE RATE of 5.[illegible]%. Following the expiration of the Introductory Period, the Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases will be a fixed rate of 0.0[illegible]%, corresponding to an ANNUAL PERCENTAGE RATE of 1[illegible].9[illegible]%.	
Cash Advance FINANCE CHARGE	[illegible]% of Cash Advance (with a minimum of $[illegible])
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	$.50
Annual Membership Fee	None
Other Interest Charges	
Late Fee	$[illegible].00 *
Return Check Fee	$[illegible].00 *
Overlimit Fee	$[illegible].00 *
* $[illegible].00 for residents of New Jersey and Pennsylvania	
Administrative Fees	
Duplicate of Merchant Sale Slip	$5.00
Duplicate Copy of Monthly Billing Statement	$[illegible].00
Additional Credit Card (in excess of 2)	$[illegible].00

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, P.O. Box 8650, Wilmington, Delaware 19899-8650. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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 the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 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 limitations on this right:

(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 mailed you the advertisement for the property or services.

Cardmember Agreement

FIRST USA.

5/96

M-12401
591197C

EXHIBIT B

Cardmember Agreement

[illegible] is the Agreement that establishes the terms of your Cardmember Account ("Account") with [illegible] USA Bank (including accounts opened with or through other banks that participate in First [illegible] Bank's MasterCard/Visa program and whose name may be on the face of your Card). Please [illegible] carefully and keep it for your records. You do not need to sign this Agreement, but please [illegible] sure to sign the back of your Card if you have not already done so. All extensions of credit in [illegible] connection with your Account are being made by First USA Bank in Wilmington, Delaware. Any [illegible] of your Card or Account confirms your acceptance of the terms and conditions of this [illegible] Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and [illegible] severally if more than one) who has applied for the Account and any other person who has [illegible] agreed to be responsible for the Account. The words "we," "us" and "our" refer to First USA [illegible], a Delaware banking corporation. "Card" refers to each MasterCard and/or Visa Card [illegible] issued on your Account. This Card must be returned or surrendered to us or our agent [illegible] on request.

Using Your Account: You may use your Card or Account to purchase or lease goods or [illegible] services, or pay amounts you owe, wherever the Card is honored ("Purchases"). You may also [illegible] the Card to obtain cash loans ("Cash Advances") from any financial institution that [illegible] the Card. You agree to accept credits to your Account instead of cash refunds when [illegible] original Purchase was charged to your Account.

[illegible] have "Convenience Checks" to you which may be used to access your credit line. The [illegible] Convenience Check will be treated as a "Purchase" in the manner of your check. Each [illegible] Convenience Check will contain your Account number and may be used only by the [illegible] whose name(s) are printed on it. Each must be completed and signed by you for [illegible] in the same manner as a regular personal check. If we provide Convenience [illegible] for your Account, you may not use them to pay any amount you owe under your [illegible] Cardmember Agreement or under any other credit agreement or account you may have [illegible].

[illegible] Your Account: You authorize us to pay and charge your Account for all [illegible] Purchases and Cash Advances made or obtained by you or anyone you authorize to use your [illegible] or Account. You promise to pay us for all of these Purchases and Cash Advances, plus Finance Charges incurred on your Account and any other charges and fees which you may [illegible] under the terms of this Agreement. You will be obligated to pay authorized charges to [illegible] Account whether resulting from (1) actual use of your Card or Convenience Checks, [illegible] mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge or authorize someone else to make a charge to your Account. Each person who is included within the definition [illegible] "you" alone is responsible to pay the full amount owed on the Account. We may [illegible] that you pay the full amount due to us without first asking the other person(s) to pay. All [illegible] must be made in U.S. dollars. Any payment made by check or other negotiable [illegible] must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any [illegible] provisions of applicable law, all payments made by you will be applied to the [illegible] on your Account in the manner we determine.

[illegible] The amount of your credit line is shown on the folder containing your Card. [illegible] we may change your credit line from time to time, your latest credit line will appear on [illegible] monthly statement. You agree not to make a Purchase or obtain a Cash Advance that [illegible] cause the unpaid balance of your Account to exceed your credit line. We may honor [illegible]

[illegible]

that you will not pay a periodic Finance Charge for the current billing cycle on current or previous billing cycle Purchases if you paid in full the New Balance, if any, shown on your previous statement by the Payment Due Date shown on that statement (or if your New Balance was zero or a credit amount).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are determined as follows (except that Purchase balances will be subject to the grace period described above):

1. Current Cycle Purchases and Cash Advances. To get the separate daily balances of Purchases and Cash Advances for the current billing cycle, we take the separate beginning balance of Purchases and Cash Advances in your Account each day, and separately add any new Purchases (including fees that are treated as Purchases) or new Cash Advances (including any cash advance Finance Charges) and any periodic Finance Charges calculated on the previous day's balance of Purchases or Cash Advances. We then subtract any payments or credits posted as of that day that are allocable to your Purchase balance or Cash Advance balance. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. To get the daily balances of previous billing cycle Purchases, we take the beginning balance of Purchases in your Account each day of the previous billing cycle and add any new previous billing cycle Purchases (including fees that were treated as Purchases), and the amount of any periodic Finance Charge calculated on the previous day's balance of Purchases. We then subtract any payments or credits posted as of that day that were allocable to previous billing cycle Purchases. This gives us the daily balances of Purchases for the previous cycle. However, the daily balance for previous billing cycle Purchases is considered to be zero for each day of the previous billing cycle if a periodic Finance Charge was already imposed on Purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the periodic FINANCE CHARGES on Purchases, Cash Advances and previous cycle Purchases plus the Cash Advance FINANCE CHARGE, except that a Minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges will be payable if any Finance Charge is due for a monthly billing cycle.

This Agreement provides for the compounding of Finance Charges (interest).

Other Interest Charges: In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

Annual Membership Fee — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable Annual Membership Fee in the amount set forth in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If we do not receive a payment from you by at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount set forth by the Table of Interest Charges. [illegible]

Return Check Fee — [illegible] Table of Interest Charges.

Overlimit Fee — [illegible] the Table of Interest Charges [illegible]

Administrative Fees — [illegible]

[illegible]

Default/Collection Costs: [illegible]

[illegible] amounts payable under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

Foreign Currency Transactions: Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA for their affiliates, using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional Features: From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Amendments: We can amend the terms of this Agreement at any time. We will notify you of what these amendments are. Subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in our notice to you and, unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness in your Account as well as new transactions.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such rights with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Refusal To Honor Cards: We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments And Delay In Enforcement: [illegible]

Liability For Unauthorized Use Of Your Account: [illegible]

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. [illegible]

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

[illegible]

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 service 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

Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than $1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

Minimum Monthly Payment: If the New Balance shown on your monthly statement is less than $10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of $10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Finance Charges: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

ate your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

Other Interest Charges: In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

Annual Membership Fee — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under the Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

Return Check Fee — If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

Administrative Fees — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

Default/Collection Costs: Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under the agreement (including court costs and the fees of any collection agency to which we refer your Account); and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Arbitration: Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of [illegible]

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

Foreign Currency Transactions: Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional Features: From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the terms and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Changes to this Agreement: We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

Sharing Information with Affiliated Companies: We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., FCRA Cpl Ctr., P.O. Box 8865, Wilmington, DE 19899-8865. Please include your name, address and account number with your request.

Cardmember Lists: From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Refusal To Honor Card: We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is $50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

Inquiries Or Questions: You may address any inquiries or questions which you have about your Account to First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-677-7101. If you telephone us instead of writing, you may lose certain [illegible]

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 8851, Wilmington, Delaware 19899-8851. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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 the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 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 limitations on this right:

(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 mailed you the advertisement for the property or services.

FIRST USA.

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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 plus a "margin". This margin is being changed to 11.65%. In addition, the date on which the APR will be determined is being changed to the 22nd day of each month. The minimum APR for your Account is being eliminated. All of these changes are described more fully below.

These changes do not affect your grace period for Purchases. As always, you will not be charged a Finance Charge on Purchases if you pay your Account balance in full each month by the Payment Due Date shown on your statement.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS

The changes in terms summarized above will become effective January 1, 1996 (and will apply as of the first day of your billing cycle that includes the January 1, 1996 effective date). The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by December 31, 1995. Please include your name, address and account number on the correspondence and mail it to: First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. If you give us this notice, your charge privileges will be cancelled (if not previously cancelled), but you may pay off any outstanding unpaid balance of your Account under your prior terms.

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 three (3) months LIBOR rate plus a "margin". This margin is being changed to 14.334%. In addition, if not so already, the balance calculation method we use for determining balances upon which periodic Finance Charges are calculated will be changed (from a single-cycle daily balance calculation method or a one-cycle or two-cycle average daily balance method, as applicable) to a one-cycle daily balance calculation method, and interest will be assessed to your Account balance each day. Also, if not so already, (1) the date on which the APR for your Account will be determined is being changed to the 22nd day of each month (a "Determination Date") and the new Daily Periodic Rate as calculated on a Determination Date will be applied to your Account as of the first day of your billing cycle that closes in the calendar month following the Determination Date, (2) the minimum APR for your Account is being changed to 19.99%, (3) the late, overlimit and return check fees described in your Cardmember Agreement are being changed to $20.00 and (4) the one-time fee for each Cash Advance you obtain (not including Convenience Checks) is being changed to 2% of the Cash Advance, with a minimum charge of $10.00. All of these changes are described more fully below.

These changes do not affect your grace period for Purchases. As always, you will not be charged a Finance Charge on Purchases if you pay your Account balance in full each month by the Payment Due Date shown on your statement.

Effective Date/Non-Acceptance Instructions

The changes in terms summarized above will become effective December 1, 1996 (and will apply as of the first day of your billing cycle that includes the December 1, 1996 effective date). The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by November 30, 1996. Please include your name, address and account number on the correspondence and mail it to: First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. Giving us this notice will constitute your election to cancel your charge privileges (if not previously canceled), but you may pay off any outstanding unpaid balance of your Account under your prior terms.

Table of Interest Charges

The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases is a variable rate. The Daily Periodic Rate will be calculated on the 22nd day (or if such day is not a business day, the next business day) of each month (a "Determination Date") and, subject to the minimum rates identified below, will equal 1/365th of the sum of (1) the three (3) months London Interbank Offered Rate (LIBOR) listed in the Money Rates section of The Wall Street Journal ("3 months LIBOR") on the applicable Determination Date, plus (2) 14.334%. If more than one 3 months LIBOR is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the highest listed rate. If the 3 months LIBOR index is no longer available in The Wall Street Journal, we will select a comparable index and notify you of the change. The new Daily Periodic Rate, as calculated on a Determination Date, will be applied to your Account (including existing balances) and used in the calculation of Periodic FINANCE CHARGES on Purchases, Cash Advances and previous billing cycle Purchases as of the first day of your billing cycle that closes in the calendar month following the Determination Date.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

The Daily Periodic Rate of Periodic FINANCE CHARGE and the corresponding ANNUAL PERCENTAGE RATE determined on the applicable Determination Date, may increase or decrease monthly by reason of an increase or decrease in the 3 months LIBOR. There is no limitation on the amount of any increase or decrease except that the minimum Daily Periodic Rate is 0.05476%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 19.99%. Any increase or decrease in the Daily Periodic Rate will cause a corresponding increase or decrease in the amount of Periodic FINANCE CHARGE assessed and the Minimum Payment Due on your Account.

As an example of the variable rate calculation, on September 1, 1996, the Daily Periodic Rate of Periodic FINANCE CHARGE determined in accordance with the foregoing formula would have been 0.05476% (and the corresponding ANNUAL PERCENTAGE RATE would have been 19.99%).

FIRST USA.

ADV657 10/96 REV.

This notice informs you of changes to your First USA Cardmember Agreement. Please keep it with your original First USA Cardmember Agreement.

Amendment to Cardmember Agreement and Table of Interest Charges.

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

A. Calculation of Periodic Finance Charge. The paragraph entitled "Finance Charges" in your Cardmember Agreement reads or will be revised to read, as follows:

Finance Charges: We figure a portion of the Finance Charge on your Account, the Periodic FINANCE CHARGE, by applying the Daily Periodic Rate for Purchases or Cash Advances stated in (or determined in accordance with) the Table of Interest Charges set forth below to the daily balances of Purchases and Cash Advances in your Account (including current transactions) for each day of the current billing cycle. We also apply the Daily Periodic Rate for Purchases to the daily balances of Purchases itemized on your previous statement for each day of the previous cycle. We then add up the results of these daily calculations to arrive at your total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks are always included when posted to your Account). However, you have a grace period for Purchases. This means that you will not pay a periodic Finance Charge for the current billing cycle on current or previous billing cycle Purchases if you paid in full the New Balance, if any, shown on your previous statement by the Payment Due Date shown on that statement (or if your New Balance was zero or a credit amount).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are determined as follows (except that Purchase balances will be subject to the grace period described above):

1. Current Cycle Purchases and Cash Advances. To get the separate daily balances of Purchases and Cash Advances for the current billing cycle, we take the separate beginning balance of Purchases and Cash Advances in your Account each day, and separately add any new Purchases (including fees that are treated as Purchases) or new Cash Advances (including any cash advance Finance Charges) and any periodic Finance Charges calculated on the previous day's balance of Purchases or Cash Advances. We then subtract any payments or credits posted as of that day that are allocable to your Purchase balance or Cash Advance balance. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. To get the daily balances of previous billing cycle Purchases, we take the beginning balance of Purchases in your Account each day of the previous billing cycle and add any new previous billing cycle Purchases (including fees that were treated as Purchases) and the amount of any periodic Finance Charge calculated on the previous day's balance of Purchases. We then subtract any payments or credits posted as of that day that were allocable to previous billing cycle Purchases. This gives us the daily balance of Purchases for the previous cycle. However, the daily balance for previous billing cycle Purchases is considered to be zero for each day of the previous billing cycle if a periodic Finance Charge was already imposed on Purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES on Purchases, Cash Advances and previous cycle Purchases plus the Cash Advance FINANCE CHARGE, except that a Minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges will be payable if any Finance Charge is due for a monthly billing cycle.

This Agreement provides for the compounding of Finance Charges (interest).

B. Other Interest Charges. The late, overlimit and return check fees described in your Cardmember Agreement and disclosed under the heading "Table of Interest Charges" are, or as of the effective date will be changed to, $20.00 each.

C. Cash Advance Finance Charge. The Cash Advance FINANCE CHARGE described in your Cardmember Agreement and disclosed under the heading "Table of Interest Charges" is, or as of the effective date will be changed to, 3% of the amount of the Cash Advance, with a minimum charge of $10.00.

D. Variable Daily Periodic Rate. The portion of the "Table of Interest Charges" (as contained in your Cardmember Agreement) relating to the periodic Finance Charge and the corresponding Annual Percentage Rate will be revised as follows:

Our On-Time Promise: Putting Value First.

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 late once — accidents do happen, after all — and it will not affect your APR.

Customers who are late with payments twice within six months, however, will have their interest rate increased to a variable rate currently equal to 22.99%. Of course, all the features of their First USA credit card will be unchanged. What's more, they will have the opportunity to improve. After six months of on-time payments, we'll review their account for an interest rate reduction.

Our On-Time Promise Is Simple.

We will provide the lowest rates to customers who pay on time.

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.

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 does not go up if you are late on your payments. After January 1, 1998, if you are late on your payments twice within any six month period starting from the date of this notice, your APR will be increased to a variable rate, which as of the date of this notice would be 22.99%. The variable rate for such "late paying" accounts will be calculated and adjusted monthly on the 1st business day after the 21st day of each month (the "Determination Date") and will equal *The Wall Street Journal* three (3) months LIBOR rate on the applicable Determination Date plus 17.178%, but in any event, will not be lower than 22.99%. Should you subsequently make six consecutive on-time payments, First USA will review your Account and determine whether a reduction in the APR is appropriate. Accounts whose rates are reduced will be subject to a subsequent increase should they become "late paying" thereafter.

In addition, a provision providing that any disputes between you and First USA are to be resolved by arbitration is being added to your First USA Cardmember agreement.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS.

The changes in terms summarized above will become effective January 1, 1998 (and the changes in your APR and other pricing changes will apply as of the first day of your billing cycle that includes February 1, 1998). The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by December 30, 1997. Please include your name, address and account number on the correspondence and mail it to: First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. Giving us this notice will constitute your election to cancel your charge privileges (if not previously canceled), but you may pay off any outstanding unpaid 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:

A. At the end of the paragraph entitled "Finance Charges" and before the paragraph entitled "Other Interest Charges" the following paragraph is to be added:

FINANCE CHARGES FOR LATE PAYERS: If during any six month period you do not pay at least the Minimum Monthly Payment by the Payment Due Date on two separate occasions, the Daily Periodic Rate for Purchases, Cash Advances and previous billing cycle Purchases (including existing balances) will be changed to an adjusted variable rate equal to 1/365th of the sum of (1) the three (3) months London Interbank Offered Rate (LIBOR) listed in the Money Rates Section of *The Wall Street Journal* ("3 months LIBOR") on the applicable Determination Date (the first business day after the 21st day of each month) plus (2) 17.178% (corresponding as of the date of this notice to an ANNUAL PERCENTAGE RATE of 22.99%). In no event will the ANNUAL PERCENTAGE RATE be less than 22.99%. The Adjusted Rate will take effect as of the first day of the billing cycle following your second late payment.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

The Daily Periodic Rate of Periodic FINANCE CHARGE and the corresponding ANNUAL PERCENTAGE RATE, determined on the applicable Determination Date, may increase or decrease monthly by reason of an increase or decrease in the prime rate. There is no limitation on the amount

AD/107 10/97

on any increase or decrease except that the minimum adjusted Daily Periodic Rate is 0.0630% corresponding to a minimum adjusted ANNUAL PERCENTAGE RATE of 22.99%. Any increase or decrease in the adjusted Daily Periodic Rate will cause a corresponding increase or decrease in the amounts of Periodic FINANCE CHARGE assessed and the Minimum Payment Due on your Account.

As an example of the adjusted variable rate calculation, on November 1, 1997, the Daily Periodic Rate of Periodic FINANCE CHARGE determined in accordance with the foregoing formula would have been 0.0630% (and the corresponding ANNUAL PERCENTAGE RATE would have been 22.99%). If your Daily Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) is increased as described above, it may subsequently be reduced at our discretion as of the first day of the billing cycle commencing after the monthly review date on which it is determined that (i) no Payment has been late during the 6-month period preceding such review date, (ii) at least the Minimum Monthly Payment Amount has been paid each month during such 6-month period and (iii) your Account was continually open and eligible to charge during the 6-month period preceding such review date. Accounts whose rates are reduced will be subject to a subsequent increase should future payments be missed in the manner described in the first sentence of this section.

E. Immediately after the paragraph entitled "Default/Collection Costs," the following paragraph will be added:

ARBITRATION: Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for (i) Claims that you or we have individually filed in a court before the effective date of the amendment of the Agreement adding this arbitration agreement, (ii) Claims advanced in any judicial class actions that have been finally certified as class actions and where notice of class membership has been given as directed by the court before the effective date of the amendment of the Agreement adding this arbitration agreement, and (iii) Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owned by either party to the other under this agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

FIRST USA®

ADV207 10/97

Debtmaster Professional

File Edit Tasks TaskOptions Window Help

(right click for options)

Collector Window

Debtor ID: 1179292 Type: Consumer

Name	SSN	DOB	DL	ST
GARY J SIERZEGA	194-46-4334			

Phone: Work A 814-371-4797 | Home A 814-371-5413

Address: 32 EUCLID AVE, DU BOIS PA 15801 ☑ Mail Rtnd

Status: 235-Cert Back Sig

Priority: 1-High

Lang:

Warning:

Worklist: 159 Next Contact: 04/23/2004 Time: Debtor Time:

Agency/Attorney

Attorney ID: 1013

Name: James Apple, Esquire

Firm: Apple & Apple, PC

Address: 4650 Baum Blvd, Pittsburgh, PA 15213

Phone: 800-477-2775

AKA/DBA Names

Account Details Cross-Ref

Name	Stat	Serv Date	Princ Bal	Int Bal	Fee Bal
Commonwealth Financia	CBS	07/22/1994	$15,778.56	$3,250.36	$0.00

Show Acct | Edit ECDA | View Assc | 1 accounts $15,778.56 $3,250.36 $0.00

Activity History

Display activity time as: ◉ Local User time ○ Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
03/17/2004	1:20:19 PM	159	large open and closed accounts
03/17/2004	1:21:11 PM	159	AC52: TR-LMOM
03/17/2004	1:21:58 PM	159	Email Assist from 159 to 061.
03/24/2004	8:33:48 PM	159	spoke to db wife will have db call me
03/24/2004	8:36:16 PM	159	534cbr
04/18/2004	1:51:59 PM	061	Email Assist from 061 to 203.

Account Details Window

ID: 1179292 1

Status: 311-Atty handling for CFSI

Date: 03/17/2004

Clt ID: 5045

Orig Clt: FIRST USA BANK

Clt Ref No: FUS0331

Bureau Report ☑ Last Report: 04/06/2004

Debt Descr: CLEARFIELD, 06/16/2006

Comments: 4417122621237040

Debt Type: CCD

Coll Plan: 007

Fee Plan: AAA

Cont Plan: UNI

Sales Rep: 022

Int Rate: 19.24

Last Pmt:

Service Date: 07/22/1994

Last Charge Date:

First Delinquency: 01/31/2003

Charge Off Date:

List Date: 01/27/2004

Int Calc Date: 01/27/2004

Last Pmt Date: 06/16/2002

Statute Date:

	Original	Accrued	Adjustments	Paid	Balance
Principal	$15,778.56		$0.00	$0.00	$15,778.56
Interest	$2,526.76	$723.60	$0.00	$0.00	$3,250.36
Court Cost	$0.00		$0.00	$0.00	$0.00
Check Fee	$0.00		$0.00	$0.00	$0.00
Attorney Fee	$0.00		$0.00	$0.00	$0.00
Service Fee	$0.00		$0.00	$0.00	$0.00
Misc. Fees	$0.00		$0.00	$0.00	$0.00

Balance: $19,028.92

Start | Debtmaster | Inbox - Microsoft ... | My Documents | TurboSnap (Unre... 3:40 PM

EXHIBIT C

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.

6-24-04
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 101620 CFSI File No. 1179292

Gary J Sierzega

FILED

JUL 1 2 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEM, INC. — Sheriff Docket # 15946

VS. — 04-1054-CD

SIERZEGA, GARY J.

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 13, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO GARY J. SIERZEGA, DEFENDANT. HOUSE APPEARS EMPTY.

Return Costs

Cost	Description
28.25	SHERIFF HAWKINS PAID BY: ATTY CK# 2598
10.00	SURCHARGE PAID BY: ATTY CK# 2599

Sworn to Before Me This

13 Day Of August 2004

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

by Marilyn Harr

Chester A. Hawkins
Sheriff

FILED
o/3:43pm
AUG 13 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

NO. 04-1054-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

GARY J. SIERZEGA

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

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

JUL 12 2004

Attest. William A. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

NO.
IN CIVIL ACTION

Plaintiff(s)

-vs-

GARY J. SIERZEGA

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 is attached hereto as Exhibit "A".

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 32 Euclid Avenue, Du Bois, Clearfield County, Pennsylvania 15801.

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 $19,028.92, 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 19.24% per annum on the balance due from January 28, 2004.

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 $19,028.92, with appropriate additional interest from January 28, 2004, 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, Inc. ("Purchaser"), dated as of January 9, 2004 (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 January 26, 2004

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

By ______________________
David Rosenberg
President

For Unifund Use ONLY

Client #	PID	CID #

EXHIBIT A

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

GARY J SIERZEGA, Acct. **#4417122621237040**, as of the **01/31/03**, the amount of **$15778.56**. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the rate of **19.24** 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 4th day of May, 2004.

UNIFUND CCR PARTNERS

By: Jessica Bergholz

Media Supervisor
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

Subscribed and sworn to before me this 4 day of May, 2004 by Jessica Bergholz Media Supervisor of Unifund CCR Partners.

My commission expires:

Client # **448**

NOTARY SEAL

NOTARIAL SEAL

AUTUMN HOPKINS, Notary Public
In and for the State of Ohio
My Commission Expires July 16, 2007

1179292

F 042004 0024

Table of Interest Charges

The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases until the first day of your billing cycle that includes January 1, 1997 (the "Introductory Period") is a fixed rate of .01644% corresponding to an ANNUAL PERCENTAGE RATE of 5.9%. Following the expiration of the Introductory Period, the Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases will be a fixed rate of .03269%, corresponding to an ANNUAL PERCENTAGE RATE of 11.96%.	
Cash Advance FINANCE CHARGE	2% of Cash Advance (with a minimum of $[illegible])
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	$.50
Annual Membership Fee	None
Other Interest Charges	
Late Fee	$20.00 *
Return Check Fee	$20.00 *
Overlimit Fee	$[illegible] *
* $[illegible] for residents of New Jersey and Pennsylvania	
Administrative Fees	
Duplicate of Merchant Sales Slip	$5.00
Duplicate Copy of Monthly Billing Statement	$5.00
Additional Credit Card (in excess of 2)	$5.00

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, P.O. Box 8650, Wilmington, Delaware 19899-8650. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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 the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

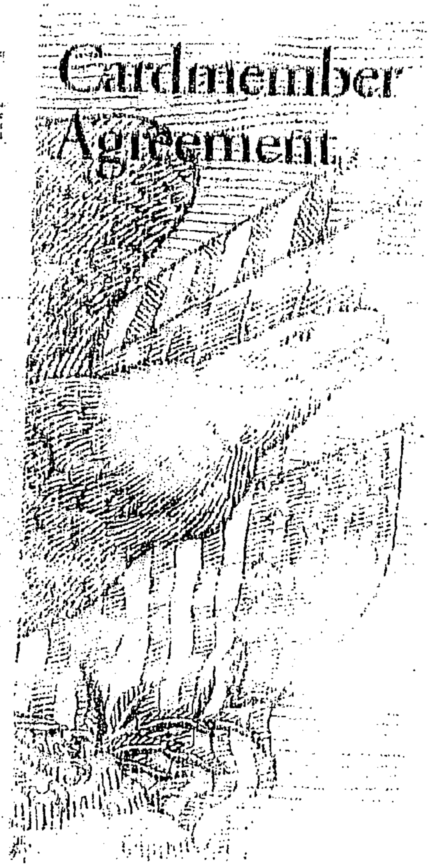
Special Rule For Credit Card Purchases

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 limitations on this right:

(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 mailed you the advertisement for the property or services.

FIRST USA.



5/96

AI-12401
S91197C

Cardmember Agreement

[illegible]

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

[illegible]

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 service 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

Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions in this Agreement: the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges imposed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank, or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than $1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

Minimum Monthly Payment: If the New Balance shown on your monthly statement is less than $10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of $10.00 or the sum of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Finance Charges: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

Other Interest Charges: In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

Annual Membership Fee — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under the Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee — If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

Return Check Fee — If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee — We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

Administrative Fees — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

Default/Collection Costs: Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under the Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Arbitration: Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of [illegible]

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and file your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

Foreign Currency Transactions: Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional Features: From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Changes to this Agreement: We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

Sharing Information with Affiliated Companies: We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., FCRA Opt Out, P.O. Box 8865, Wilmington, DE 19899-8865. Please include your name, address and account number with your request.

Cardmember Lists: From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8851, Wilmington, DE 19899-8851. Please include your name, address and account number with your request.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Refusal To Honor Card: We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8851, Wilmington, DE 19899-8851, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is $50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

Inquiries Or Questions: You may address any inquiries or questions which you have about your Account to First USA Bank, N.A., P.O. Box 8851, Wilmington, Delaware 19899-8851, or you may call us 1-800-677-7101. If you telephone us instead of writing, you may lose certain rights [illegible]

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 8651, Wilmington, Delaware 19899-8651. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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 the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 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 limitations on this right:

(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 mailed you the advertisement for the property or services.

FIRST USA

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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 plus a "margin". This margin is being changed to 11.25%. In addition, the date on which the APR will be determined is being changed to the third day of each month. The minimum APR for your Account is being [illegible]. All of these changes are described more fully below.

These changes do not affect your grace period for Purchases. As always, you will not be charged a Finance Charge on Purchases if you pay your Account balance in full each month by the Payment Due Date shown on your statement.

Effective Date/Non-Acceptance Instructions

The changes in terms summarized above will become effective January 1, 1996 (and will apply as of the first day of your billing cycle that includes the January 1, 1996 effective date). The new terms will apply to current and future balances on both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by December 31, 1995. Please include your name, address and account number on the correspondence and send it to: First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. If you give us this notice, your charge privileges will be cancelled (if not previously cancelled), but you may pay off any outstanding unpaid balance of your Account under your prior terms.

Table of Interest Charges

The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases, Cash Advances and previous billing cycle Purchases is a variable rate. The Daily Periodic Rate will be calculated on the 22nd day (or if such day is not a business day, the next business day) of each month (a "Determination Date") and, subject to the minimum rates identified below, will equal 1/365th of the sum of (1) the three (3) month London Interbank Offered Rate (LIBOR) listed in the Money Rates section of The Wall Street Journal ("3 month LIBOR") on the applicable Determination Date, plus (2) 14.334%. If more than one 3 month LIBOR is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the highest listed rate. If the 3 month LIBOR index is no longer available in The Wall Street Journal, we will select a comparable index and notify you of the change. The new Daily Periodic Rate, as calculated on a Determination Date, will be applied to your Account (including existing balances) and used in the calculation of Periodic FINANCE CHARGES on Purchases, Cash Advances and previous billing cycle Purchases as of the first day of your billing cycle that closes in the calendar month following the Determination Date.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

The Daily Periodic Rate of Periodic FINANCE CHARGE and the corresponding ANNUAL PERCENTAGE RATE, determined on the applicable Determination Date, may increase or decrease monthly by reason of an increase or decrease in the 3 month LIBOR. There is no limitation on the amount of any increase or decrease except that the minimum Daily Periodic Rate is 0.0548%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 19.99%. Any increase or decrease in the Daily Periodic Rate will cause a corresponding increase or decrease in the amount of Periodic FINANCE CHARGE accrued and the Minimum Payment Due on your Account.

As an example of the variable rate calculation, on September 1, 1996, the Daily Periodic Rate of Periodic FINANCE CHARGE determined in accordance with the foregoing formula would have been 0.0548% (and the corresponding ANNUAL PERCENTAGE RATE would have been 19.99%).

FIRST USA.

ADV657 10/96 REV.

This notice informs you of changes to your First USA Cardmember Agreement. Please keep it with your original First USA Cardmember agreement.

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 three (3) months LIBOR rate plus a "margin". This margin is being changed to 14.334%. In addition, if not so already, the balance calculation method we use for determining balances upon which periodic Finance Charges are calculated will be changed (from a single-cycle daily balance calculation method or a one-cycle or two-cycle average daily balance method, as applicable) to a two-cycle daily balance calculation method, and interest will be accrued to your Account balance each day. Also, if not so already, (1) the date on which the APR for your Account will be determined is being changed to the 22nd day of each month (a "Determination Date") and the new Daily Periodic Rate as calculated on a Determination Date will be applied to your Account as of the first day of your billing cycle that closes in the calendar month following the Determination Date; (2) the minimum APR for your Account is being changed to 19.99%; (3) the late, overlimit and return check fees described in your Cardmember Agreement are being changed to $20.00 and (4) the transaction fee for each Cash Advance you obtain (not including Convenience Checks) is being changed to 2% of the Cash Advance, with a minimum charge of $10.00. All of these changes are described more fully below.

These changes do not affect your grace period for Purchases. As always, you will not be charged a Finance Charge on Purchases if you pay your Account balance in full each month by the Payment Due Date shown on your statement.

Effective Date/Non-Acceptance Instructions

The changes in terms summarized above will become effective December 1, 1996 and will apply as of the first day of your billing cycle that includes the December 1, 1996 effective date. The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by November 30, 1996. Please include your name, address and account number on the correspondence and mail it to: First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. Giving us this notice will constitute your election to cancel your charge privileges (if not previously cancelled), but you may pay off any outstanding unpaid balance of your Account under your prior terms.

Amendment to Cardmember Agreement and Table of Interest Charges

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

A. Calculation of Periodic Finance Charge. The paragraph entitled "Finance Charges" in your Cardmember Agreement reads or will be revised to read, as follows:

Finance Charges: We figure a portion of the Finance Charge on your Account, the Periodic FINANCE CHARGE, by applying the Daily Periodic Rate for Purchases or Cash Advances stated in (or determined in accordance with) the Table of Interest Charges set forth below to the daily balances of Purchases and Cash Advances in your Account (including current transactions) for each day of the current billing cycle. We also apply the Daily Periodic Rate for Purchases to the daily balances of Purchases itemized on your previous statement for each day of the previous cycle. We then add up the results of these daily calculations to arrive at your total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balances as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks are always included when posted to your Account). However, you have a grace period for Purchases. This means that you will not pay a periodic Finance Charge for the current billing cycle on current or previous billing cycle Purchases if you paid in full the New Balance, if any, shown on your previous statement by the Payment Due Date shown on that statement (or if your New Balance was zero or a credit amount).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are determined as follows (except that Purchase balances will be subject to the grace period described above):

1. Current Cycle Purchases and Cash Advances. To get the separate daily balances of Purchases and Cash Advances for the current billing cycle, we take the separate beginning balance of Purchases and Cash Advances in your Account each day, and separately add any new Purchases (including fees that are treated as Purchases) or new Cash Advances (including any cash advance Finance Charges) and any periodic Finance Charges calculated on the previous day's balance of Purchases or Cash Advances. We then subtract any payments or credits posted as of that day that are allocable to your Purchase balance or Cash Advance balance. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. To get the daily balances of previous billing cycle Purchases, we take the beginning balance of Purchases in your Account each day of the previous billing cycle and add any new previous billing cycle Purchases (including fees that were treated as Purchases) and the amount of any periodic Finance Charge calculated on the previous day's balance of Purchases. We then subtract any payments or credits posted as of that day that were allocable to previous billing cycle Purchases. This gives us the daily balance of Purchases for the previous cycle. However, the daily balance for previous billing cycle Purchases is considered to be zero for each day of the previous billing cycle if a periodic Finance Charge was already imposed on Purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES on Purchases, Cash Advances and previous cycle Purchases plus the Cash Advance FINANCE CHARGE, except that a Minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges will be payable if any Finance Charge is due for a monthly billing cycle.

This Agreement provides for the compounding of Finance Charges (interest).

B. Other Interest Charges. The late, overlimit and return check fees described in your Cardmember Agreement and disclosed under the heading "Table of Interest Charges" on or as of the effective date will be changed to $20.00 each.

C. Cash Advance Finance Charge. The Cash Advance FINANCE CHARGE described in your Cardmember Agreement and disclosed under the heading "Table of Interest Charges" on or as of the effective date will be changed to [illegible]% of the amount of the Cash Advance, with a minimum charge of $10.00.

D. Variable Daily Periodic Rate. The portion of the "Table of Interest Charges" (as contained in your Cardmember Agreement) relating to the periodic Finance Charge and the corresponding Annual Percentage Rate will be revised as follows:

OUR ON-TIME PROMISE: PUTTING VALUE FIRST.

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 late once — accidents do happen, after all — and it will not affect your APR.

Customers who are late with payments twice within six months, however, will have their interest rate increased to a variable rate currently equal to 22.99%. Of course, all the features of their First USA credit card will be unchanged. What's more, they will have the opportunity to improve. After six months of on-time payments, we'll review their account for an interest rate reduction.

OUR ON-TIME PROMISE IS SIMPLE

We will provide the lowest rates to customers who pay on time.

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

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 does not go up if you are late on your payments. After January 1, 1998, if you are late on your payments twice within any six month period starting from the date of this notice, your APR will be increased to a variable rate, which as of the date of this notice would be 22.99%. The variable rate for such "late paying" accounts will be calculated and adjusted monthly on the 1st business day after the 21st day of each month (the "Determination Date") and will equal *The Wall Street Journal* three (3) months LIBOR rate rate on the applicable Determination Date plus 17.178%, but, in any event, will not be lower than 22.99%. Should you subsequently make six consecutive on-time payments, First USA will review your Account and determine whether a reduction in the APR is appropriate. Accounts whose rates are reduced will be subject to a subsequent increase should they become "late paying" thereafter.

In addition, a provision providing that any disputes between you and First USA are to be resolved by arbitration is being added to your First USA Cardmember Agreement.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS.

The changes in terms summarized above will become effective January 1, 1998 (and the changes in your APR and other pricing changes will apply as of the first day of your billing cycle that includes February 1, 1998). The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by December 30, 1997. Please include your name, address and account number on the correspondence and mail it to: First USA Bank, P.O. Box 8650, Wilmington, Delaware 19899-8650. Giving us this notice will constitute your election to cancel your charge privileges (if not previously canceled), but you may pay off any outstanding unpaid 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:

A. At the end of the paragraph entitled "Finance Charges" and before the paragraph entitled "Other Interest Charges" the following paragraph is to be added:

FINANCE CHARGES FOR LATE PAYERS: If during any six month period you do not pay at least the Minimum Monthly Payment by the Payment Due Date on two separate occasions, the Daily Periodic Rate for Purchases, Cash Advances and previous billing cycle Purchases (including existing balances) will be changed to an adjusted variable rate equal to 1/365th of the sum of (1) the three (3) months London Interbank Offered Rate (LIBOR) listed in the Money Rates Section of *The Wall Street Journal* ("3 months LIBOR") on the applicable Determination Date (the first business day after the 21st day of each month) plus (2) 17.178% (corresponding as of the date of this notice to an ANNUAL PERCENTAGE RATE of 22.99%). In no event will the ANNUAL PERCENTAGE RATE be less than 22.99%. The Adjusted Rate will take effect as of the first day of the billing cycle following your second late payment.

The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

The Daily Periodic Rate of Periodic FINANCE CHARGE and the corresponding ANNUAL PERCENTAGE RATE, determined on the applicable Determination Date, may increase or decrease monthly by reason of an increase or decrease in the prime rate. There is no limitation on the amount

on any increase or decrease except that the minimum adjusted Daily Periodic
Rate is 0.0630% corresponding to a minimum adjusted ANNUAL PER-
CENTAGE RATE of 22.99%. Any increase or decrease in the adjusted Daily
Periodic Rate will cause a corresponding increase or decrease in the amount
of Periodic FINANCE CHARGE assessed and the Minimum Payment Due
on your Account.

As an example of the adjusted variable rate calculation, on November 1,
1997, the Daily Periodic Rate of Periodic FINANCE CHARGE determined in
accordance with the foregoing formula would have been 0.0630% (and the
corresponding ANNUAL PERCENTAGE RATE would have been 22.99%).
If your Daily Periodic Rate (and the corresponding ANNUAL PERCENTAGE
RATE) is increased as described above, it may subsequently be reduced at our
discretion as of the first day of the billing cycle commencing after the monthly
review date on which it is determined that (i) no Payment has been late during
the 6-month period preceding such review date, (ii) at least the Minimum
Monthly Payment Amount has been paid each month during such 6-month
period and (iii) your Account was continually open and eligible to charge dur-
ing the 6-month period preceding such review date. Accounts whose rates are
reduced will be subject to a subsequent increase should future payments be
missed in the manner described in the first sentence of this section.

E. Immediately after the paragraph entitled "Default/Collection Costs," the
following paragraph will be added:

ARBITRATION: Any claim, dispute or controversy ("Claim") by either you or us
against the other, or against the employees, agents or assigns of the other, aris-
ing from or relating in any way to this Agreement or your Account, including
Claims regarding the applicability of this arbitration clause or the validity of
the entire Agreement, shall be resolved by binding arbitration by the National
Arbitration Forum, under the Code of Procedure in effect at the time the
Claim is filed. Rules and forms of the National Arbitration Forum may be
obtained and Claims may be filed at any National Arbitration Forum office,
www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405,
telephone 1-800-474-2371. Any arbitration hearing at which you appear will
take place at a location within the federal judicial district that includes your
billing address at the time the Claim is filed. This arbitration agreement is
made pursuant to a transaction involving interstate commerce, and shall be
governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon
any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may
arise in the future except for: (i) Claims that you or we have individually filed
in a court before the effective date of the amendment of the Agreement adding
this arbitration agreement, (ii) Claims advanced in any judicial class actions
that have been finally certified as class actions and where notice of class certi-
fication has been given as directed by the court before the effective date of the
amendment of the Agreement adding this arbitration agreement, and (iii)
Claims by or against any unaffiliated third party to whom ownership of your
Account may be assigned after default (unless that party elects to arbitrate).
Nothing in this agreement shall be construed to prevent any party's use of (or
advancement of any Claims, defenses, or offsets in) bankruptcy or repossession,
replevin, judicial foreclosure or any other prejudgment or provisional remedy
relating to any collateral, security or property interest for contractual debts
now or hereafter owned by either party to the other under this agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND
WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO
LITIGATE CLAIMS THROUGH A COURT AND/OR TO PARTICIPATE
OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS,
BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST
NOW BE RESOLVED THROUGH ARBITRATION.

FIRST USA®

[illegible]

Debtmaster Professional

File Edit Tasks TaskOptions Window Help

(right click for options)

Collector Window

Debtor ID 1179292 Type Consumer SSN DOB DL ST

Name GARY J SIERZEGA 194-46-4334

Phone Work A Home A

814-371-4797 814-371-5413

Address 32 EUCLID AVE

DU BOIS PA 15801

Mail Rtnd

Status 235-Cert Back Sig

Priority 1-High

Lang

Warning

Worklist 159 Next Contact 04/23/2004 Time Debtor Time

Agency / Attorney

Attorney ID 1013

Name James Apple, Esquire

Firm Apple & Apple, PC

Address 4650 Baum Blvd

Pittsburgh, PA 15213

Phone 800-477-2775

Account Details Gross Bal

	Name	Stat	Serv Date	Princ Bal	Int Bal	Fee Bal
▶	Commonwealth Financia	CBS	07/22/1994	$15,778.56	$3,250.36	$0.00

Show Acct | Edit ECOA | View Assc | 1 accounts $15,778.56 $3,250.36 $0.00

Activity History

Display activity time as: Local User time / Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
03/17/2004	1:20:19 PM	159	large open and closed accounts
03/17/2004	1:21:11 PM	159	AC52: TR-LMOM
03/17/2004	1:21:58 PM	159	Email Assist from 159 to 061.
03/24/2004	8:33:48 PM	159	spoke to db wife will have db call me
03/24/2004	8:36:16 PM	159	534cbr
04/18/2004	1:51:59 PM	061	Email Assist from 061 to 203.

Account Details Window

ID 1179292 1

Status 311-Atty handling for CFS

Date 03/17/2004

Clt ID 5045

Orig Clt FIRST USA BANK

Clt Ref No FUS0331

Bureau Report ☑ Last Report 04/06/2004

Debt Descr CLEARFIELD, 06/16/2006

Comments 441/122621237040

Debt Type CCD

Coll Plan 007

Fee Plan AAA

Cont Plan UNI

Sales Rep 022

Int Rate 19.24

Last Pmt

Service Date 07/22/1994

Last Charge Date

First Delinquency 01/31/2003

Charge Off Date

List Date 01/27/2004

Int Calc Date 01/27/2004

Last Pmt Date 06/16/2002

Statute Date

	Original	Accrued	Adjustments	Paid	Balance
Principal	$15,778.56		$0.00	$0.00	$15,778.56
Interest	$2,526.76	$723.60	$0.00	$0.00	$3,250.36
Court Cost	$0.00		$0.00	$0.00	$0.00
Check Fee	$0.00		$0.00	$0.00	$0.00
Attorney Fee	$0.00		$0.00	$0.00	$0.00
Service Fee	$0.00		$0.00	$0.00	$0.00
Misc. Fees	$0.00		$0.00	$0.00	$0.00

Balance $19,028.92

Start | Debtmaster | Inbox - Microsoft ... | My Documents | Turbosnap (Unre... | 3:40 PM

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.

6-24-04
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 101620 CFSI File No. 1179292

Gary J Sienzega

APPLE AND APPLE
Attorneys at Law
4650 BAUM BOULEVARD
PITTSBURGH, PENNSYLVANIA 15213
TELEPHONE: (412) 682-1466

WE HEREBY CERTIFY THE WITHIN TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THIS CASE.

APPLE AND APPLE
BY RC Apple /sr
ATTORNEYS FOR: Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

Plaintiff(s)

-vs-

GARY J. SIERZEGA

Defendant(s)

NO.2004-01054-CD
IN CIVIL ACTION

PRAECIPE TO REINSTATE 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 15213-1237
Telephone: 412-682-1466
Fax: 412-682-3138

FILED
m 1:56 AA 1 Reinstated Compl. to Shff
SEP 20 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

Plaintiff(s)

-vs-

GARY J. SIERZEGA

Defendant(s)

NO.2004-01054-CD
IN CIVIL ACTION

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 9/15/04

By: ______________________
Attorneys for Plaintiff(s)

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEM, INC. Sheriff Docket # 15946

VS. 04-1054-CD

SIERZEGA, GARY J.

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 5, 2004, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON GARY J. SIERZEGA, DEFENDANT.

NOW OCTOBER 13, 2004 SERVED THE WITHIN COMPLAINT ON GARY J. SIERZEGA, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED CATHIE SIERZEGA, WIFE.

Return Costs

Cost	Description
21.00	SHERIFF HAWKINS PAID BY: ATTY CK# 3249
10.00	SURCHARGE PAID BY: ATTY CK# 3250
80.50	JEFFERSON CO. SHFF. PAID BY: ATTY

Sworn to Before Me This

1st Day Of Nov. 2004

William A. Shaw

So Answers,

Chester Hawkins

Chester A. Hawkins
Sheriff

FILED

NOV 01 2004

E61c

William A. Shaw
Prothonotary

15946

No. 01054 C.D. 2004

Personally appeared before me, Carl Gotwald, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on October 13, 2004, at 8:10 o'clock P.M. served the Notice and Complaint in Civil Action upon GARY J. SIERZEGA, defendant, at his residence at 38 First Street, Falls Creek, Washington Township, County of Jefferson, State of Pennsylvania, by handing to Cathie Sierzega, wife of defendant, and adult person in charge at time of service, one true copy of the Notice and Complaint, and by making known to her the contents thereof.

Advance Costs Received:	$125.00	
My Costs:	78.50	Paid
Prothy:	2.00	
Total Costs:	80.50	
REFUNDED:	$ 44.50	

So Answers,

Sworn and subscribed
to before me this 20th
day of Oct, 2004
By [signature]

My Commission Expires The
First Monday January 2006

Carl Gotwald Deputy

[signature] Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

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.

Plaintiff(s)

-vs-

Gary J. Sierzega

Defendant(s)

NO. 2004-01054-CD
IN CIVIL ACTION

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
M/2:24/BV
NOV 29 2004
William A. Shaw
Prothonotary/Clerk of Courts

ICC & Notice to Def.
Statement to Atty
Atty pd. 20.00

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.

Plaintiff(s)

-vs-

Gary J. Sierzega

Defendant(s)

NO. 2004-01054-CD
IN CIVIL ACTION

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 $26,735.14, computed as follows:

Amount named in Complaint	$19,028.92
Interest from January 28, 2004 to November 18, 2004 on $19,028.92	$2,948.99
Less payment of:	-$
Attorney fees	$4,757.23
TOTAL	$26,735.14

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 November 8, 2004 by regular mail, postage prepaid and, addressed as follows:

Defendant: Gary J. Sierzega
32 Euclid Avenue
Du Bois PA 15801

APPLE AND APPLE, P.C.

Dated: 11/23/04

By: [signature]
Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

NO. 2004-010154-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

GARY J. SIERZEGA

Defendant(s)

Gary J. Sierzega
32 Euclid Avenue
Du Bois, PA 15801

Date of Notice: November 8, 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

NOV 2 9 2004

William A. Shaw
Prothonotary/Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

NO. 2004-01054-CD
IN CIVIL ACTION

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

Plaintiff(s)

-vs-

Gary J. Sierzega

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: ( ) Plaintiff (X) Defendant ( ) Garnishee

You are hereby notified that the following Order or Judgment was entered against you on November 29, 2004.

(X) Assumpsit Judgment in the amount of $26,735.14, 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.

(X) Entry of Judgment

( ) Court Order
( ) Non-Pros
( ) Confession
(X) Default
( ) Verdict
( ) Arbitration Award
( ) Other

Gary J. Sierzega
32 Euclid Avenue
Du Bois, PA 15801

PROTHONOTARY

By: [signature]
Prothonotary(or Deputy)

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

COPY

Commonwealth Financial System, Inc.
Unifund CCR Partners
First USA Bank, N.A.
Plaintiff(s)

No.: 2004-01054-CD

Real Debt: $26,735.14

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Gary J. Sierzega
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: November 29, 2004

Expires: November 29, 2009

Certified from the record this 29th day of November, 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