

07-1231-CD

A.F.S. al vs Richard Shimmel Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff

No. 07-1231-CD

vs.

COMPLAINT IN CIVIL ACTION

RICHARD A SHIMMEL JR

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, Esquire
Pa. I.D. No. 47437
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

WWR#05450282

FILED Atty pd. 85.00
m/n:07/01
AUG 01 2007
cc Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff

vs.

Civil Action No.

RICHARD A SHIMMEL JR

Defendant

COMPLAINT IN CIVIL ACTION AND 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 an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation with offices at 6851 JERICHO TURNPIKE #190 SYOSSET, NY 11791-0000 .
2. Defendant is an adult individual residing at 564 STATION HILL RD LUTHERSBURG, PA 15848 .
3. Defendant entered into a Cardmember Agreement with YAMAHA MOTOR CORPORATION USA for a credit card bearing the account number 0176401101416061 . A true and correct copy of the Cardmember Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. This account was subsequently assigned to Plaintiff for value.
5. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of MAY 9, 2007, in the amount of \$ 9,929.42 .
6. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6.0% per annum on the unpaid balance.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

9. Plaintiff avers that such attorneys' fees will amount to \$1,500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, RICHARD A SHIMMEL JR individually, in the amount of \$ 9,929.42 with continuing finance charges thereon at the rate of 6.0% per annum from MAY 9, 2007 plus attorneys' fees of \$1,500.00, and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



WILLIAM T. MOLCZAN, Esquire
Pa. I.D. No. 47437
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

WWR#:05450282

CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

Agreement

GENERAL: Each person signing the application for a credit card account ("Account") applies for an Account with Household Bank (Illinois), National Association, a national banking association located in Wood Dale, Illinois and requests one or more credit card(s) bearing the name and logo of YAMAHA MOTOR CORPORATION, USA to be used in connection with the Account. The word "Card" means any credit card(s) issued to you or an authorized user of your Account. In this Agreement, the words "you" and "yours" refer to all persons named on the credit card application and the words "we," "us" and "our" refer to Household Bank (Illinois), National Association located at 700 Wood Dale Road, Wood Dale, Illinois, 60191.

If we accept your application to open an Account, we will extend credit and make advances so that you may purchase goods and services for personal, family and household purposes from merchants which honor the Card.

ACCEPTANCE OF AGREEMENT: The use of your Account or Card by you or anyone whom you authorize or permit to use your Account or Card means you accept this Agreement.

PROMISE TO PAY: You agree to pay for all purchases, advances made on your account, applicable finance charges and other charges or fees under this Agreement, including but not limited to, over-limit fees, late payment fees, credit insurance charges, if any, and returned check fees incurred by you or anyone you authorize or permit to use your Account or Card, plus collection costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. If your Account is a joint Account, you and your joint Account Holder each agree to pay and are jointly and individually responsible for all amounts owed on your Account.

MONTHLY BILLING STATEMENT: We will send you a billing statement after each monthly billing cycle in which you have a balance in excess of \$1.00. The billing statement will show all purchases, cash advances with credit card checks, finance charges and other charges or fees, including credit insurance if applicable, and all payments and other credits posted to your Account during the billing cycle. The billing statement will show the amount owed on your Account. The total amount owed is called "New Balance" on your billing statement subject to the terms of Special Payment Plan purchases, if any, as indicated below.

SPECIAL PAYMENT PLANS: In addition to purchases and advances that accrue Finance Charges and require Minimum Monthly Payments as described below, the following special plans may be offered from time to time only as specified on the sales slips of merchants honoring the Card: a) Delayed Payment - no Minimum Monthly Payment will be due until the first day of the billing cycle beginning in the month specified on the sales slip, with Finance Charges accruing from the date of the purchase; b) Waived Finance Charge - no Finance Charges will accrue on the purchase or advance until the payment due date of the billing cycle beginning in the month specified on the sales slip, with Minimum Monthly Payments due each billing cycle; c) Delayed Payment/Waived Finance Charge - no Minimum Monthly Payments will be due and no Finance Charges will accrue on the purchase or advance until the first day of the billing cycle beginning in the month specified on the sales slip; d) Same As Cash - Finance Charges will accrue on the purchase from the date of purchase and Minimum Monthly Payments will be due each billing cycle. If, however, you pay the cash sale price of the purchase by the promotion due date as indicated on your periodic statement, no finance charges will be due on the purchase; e) Same As Cash/Delayed Payments - Finance Charges will accrue on the purchase from the date of purchase but no Minimum Monthly Payments will be due prior to the promotion due date as indicated on your periodic statement, and if you pay the cash sale price of the purchase by the promotion due date, no finance charges will be due on the purchase; f) Reduced Rate - A Reduced Rate Finance Charge will be applied to the balance attributable to the purchase ("Reduced Rate Balance") until the expiration of the reduced rate period or payment in full of the Reduced Rate Balance, whichever occurs first, as disclosed on the Sales Slip.

MINIMUM MONTHLY PAYMENT: All payments, except disputed payments, must be mailed or delivered to us at the Payment Processing Center address shown on your monthly billing statement. Disputed payments including those which indicate that the payment constitutes "payment in full" of the amount owed must be mailed or delivered to the Customer Service address shown on your monthly statement. Payments received after 10:00 a.m. Central Time on any banking day or at any time on a non-banking day will be considered as received on the following banking day. You agree to pay us at least the Minimum Monthly Payment reflected on your statement. If you wish, you may pay more than the Minimum Monthly Payment and at any time you may pay the entire amount due. The Minimum Monthly Payment will be calculated at the end of the first month in which you make a purchase and will be recalculated each month in which you make an additional purchase and is the greater of \$15 or (1) 2.5% to \$5,000; (2) 2.22% over \$5,000 but less than or equal to \$7,500; (3) 2% on \$7,501 and over of the "New Balance"; (less any Delayed Payment/Waived Finance Charge, Same as Cash and Same as Cash/Delayed Payment Purchase Balances) as shown on your billing statement rounded to the next higher dollar. You agree that any payment may be returned to you if your check is: (i) not drawn on U.S. dollars on funds on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) contains a restrictive endorsement; (v) postdated; (vi) drawn on a credit account issued by Household Bank (Illinois), N.A. or its affiliates; (vii) not paid on presentation.

TREATMENT OF PAYMENTS: Each Payment is applied as of the date received in the following order: 1) Insurance charges; 2) Finance Charges; 3) Late Payment fees, Over-Limit fees and Return Check fees; 4) Regular Purchases; 5) Delayed Payment Purchases, if applicable; 6) Reduced Rate Purchases, if applicable; 7) Same as Cash Purchases, in order of promotion due date, if applicable; 8) Same as Cash/with Delayed Payment Purchases, in order of promotion due date, if applicable; 9) Waived Finance Charge Purchases, if applicable; and 10) Delayed Payment/Waived Finance Charge purchases, if applicable. Any excess will be credited to your Account.

FINANCE CHARGES: The Finance Charge is part of the interest on your Account. The Finance Charge for each billing cycle is equal to the Average Daily Balance times the monthly periodic rate of 1.4% TO \$6,000 (corresponding 16.8% ANNUAL PERCENTAGE RATE); 1.075% over \$6,000 (corresponding 12.9% ANNUAL PERCENTAGE RATE). The Average Daily Balance is the sum of all daily unpaid balances in the billing cycle divided by the number of days in that

Delayed Payment/Waived Finance Charge, Same as Cash, Same as Cash/Delayed Payment and Reduced Rate Purchases. A minimum FINANCE CHARGE of 50¢ will be assessed for each billing cycle in which a Finance Charge is payable.

ANNUAL PERCENTAGE RATE	GRACE PERIOD	METHOD OF COMPUTING THE BALANCE FOR PURCHASES	MINIMUM FINANCE CHARGE
16.8% to \$6,000; 12.9% over \$6,000	You have 25 Days to repay your balance before a finance charge is imposed	Average Daily Balance (including new purchase)	50¢
LATE PAYMENT FEE:	\$15		
OVER-LIMIT FEE:	\$15 (charged only once per billing cycle)		

Finance Charges and credit insurance charges for all Purchases except Waived Finance Charge and Delayed Payment/Waived Finance Charge Purchases begin to accrue on the date of sale. Finance Charges on Waived Finance Charge and Delayed Payment/Waived Finance Charge Purchases begin to accrue on the date indicated on the Sales Slip.

For Same As Cash and Same as Cash/Delayed Payment Purchases ("Same as Cash Purchases") the Finance Charge for each billing cycle is equal to the Same as Cash Purchase Average Daily Balance times the monthly periodic rate disclosed above. The Same as Cash Average Daily Balance is the sum of all daily unpaid Same as Cash Balances in the billing cycle divided by the number of days in the billing cycle. The daily unpaid Same as Cash Balance is the amount owed each day and any unpaid Finance Charges, late fees, over-limit fees, returned check fees and credit insurance charges attributable to Same as Cash Purchases.

If the Same as Cash Balance is not paid in full upon expiration of the promotion period, the Same as Cash Finance Charge will be earned and added to the New Balance for that month. For Reduced Rate Purchases the Finance Charge for each billing cycle is equal to the Reduced Rate Purchase Average Daily Balance times the Reduced Rate monthly periodic rate as disclosed on the Sales Slip and monthly periodic statement.

The Reduced Rate Average Daily Balance is the sum of all daily unpaid Reduced Rate Balances in the billing cycle divided by the number of days in the billing cycle. The daily unpaid Reduced Rate Balance is the amount owed each day and any unpaid Finance Charges, late fees, over-limit fees, returned check fees and credit insurance charges attributable to Reduced Rate Purchases. The Reduced Rate Finance Charge will be in effect for the time period indicated on the Sales Slip or until the Reduced Rate Balance is paid in full, whichever occurs first.

If the Previous Balance shown on your monthly billing statement is zero, and you pay the New Balance for current Regular, Delayed Payment and Reduced Rate Purchases (less credit insurance charges, if any, on purchases made during the previous billing cycle) by the Payment Date, you will not have to pay the Finance Charges and credit insurance charges on that portion of the New Balance. If the Previous Balance shown on your monthly billing statement is not zero, and you pay the New Balance for current Regular, Delayed Payment and Reduced Rate Purchases in full by the Payment Due Date, you will not have to pay any additional Finance Charges on that portion of the New Balance.

INSURANCE: If you elect any credit insurance coverage in connection with opening the Account, you authorize us to charge the insurance premium for such insurance to your Account on a monthly basis. You understand the amount of the insurance premium is based on the Average Daily Balances of your Account. Credit insurance charges begin to accrue on the date of the sale for all Purchases made on your Account.

CREDIT LIMIT: You agree not to let the Account balance, including Finance Charges, exceed the credit limit established for you from time to time by us. We do not have to honor any use of your Card or honor credit card checks which would cause you to exceed your credit limit, but if we do, you agree to repay the amount by which your credit limit is exceeded, plus a \$15 over-limit fee, plus Finance Charges immediately.

LATE PAYMENT FEE: If you fail to pay us the Minimum Monthly Payment in full by the due date on your statement, you agree to pay us a \$15 late payment fee.

RETURNED CHECK FEE: If any check or other instrument for payment on your Account is dishonored for any reason, you agree to pay a Returned Check Fee of \$15.

CHANGE OF TERMS (INCLUDING FINANCE CHARGE RATE): We may, at any time and subject to applicable law: a) terminate this Agreement; b) change your credit limit; or c) change any other terms and conditions of this Agreement relating to your Account (including increasing the periodic rate of Finance Charge, increasing or adding fees or charges, or changing the method of computing the balance upon which Finance Charges are assessed) by mailing written notice to you in accordance with applicable law. Subject to applicable law, we may apply such change to the outstanding balance of your Account on the effective date of the change and to new balances after that date.

EXHIBIT

Cardholder Agreement and Disclosure Statement (Continued)

FAULT: You will be in default under this Agreement upon (a) your failure to make at least the Minimum Monthly Payment when due, (b) your violation of any other provision of this Agreement, (c) your death, (d) your becoming the subject of bankruptcy or insolvency proceedings, (e) your becoming the subject of attachment or garnishment proceedings, (f) your supplying us with misleading, false, incomplete or incorrect information, or (g) our receipt of information that you are unable or unwilling to perform the terms or conditions of this Agreement. After default all your Account Balances including Special Payment Plan Balances will accrue Finance Charges at the contract rate in effect at the time of default. Upon default, we have the right to (a) terminate your credit privileges under this Agreement, (b) require you to pay your entire Account Balance including Special Payment Plan Balances, accrued but unpaid finance charges and other charges provided for in this Agreement immediately, (c) and bring an action to collect all amounts owed. If you are in default, we may charge you collection costs we incur, including reasonable attorney's fees and court costs, if so prohibited by applicable law.

RREDIT AUTHORIZATIONS: Some purchases will require our prior authorization and you may be asked by the merchant to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor the Card or credit card check.

CHANGE OF NAME, ADDRESS, OR EMPLOYMENT: You agree to give us prompt notice of any change in your name, mailing address, or place of employment. You agree that the Department of Motor Vehicles may release your residence address to us should it become necessary to contact you.

ABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You agree to notify us immediately upon learning of the loss, theft, or possible unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us at 1-800-695-6950, of the loss, theft, or possible unauthorized use of your Card. In any use, your liability will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given authority to use the Card, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the Card from the previously authorized user and return it to us at 700 Wood Dale Road, Wood Dale, IL 60191, along with a letter explaining why you are doing so.

LOST OR STOLEN CARD: You agree to notify us immediately if your Card is lost or stolen, or if you think someone is using your Account without your permission. You may notify us by calling 1-800-695-6950 or writing us at Household Bank (Illinois), National Association, Card Security Dept., 700 Wood Dale Road, Wood Dale, IL 60191.

LOST OR STOLEN CREDIT CARD CHECKS: You agree to notify us immediately if any credit card checks are lost or stolen. You may notify us by calling 1-800-695-6950.

TOP PAYMENT: If before a credit card check drawn on your Account has been honored, you notify us not to pay it, we will stop payment on the credit card check. You must send a written signed stop payment order which states the number, payee, amount and date of the credit card check on which payment is to be stopped. We may disregard any such order six months after our receipt.

CARD CANCELLATION: We can terminate or reduce your credit limit at any time and for any reason, and we have the right not to renew your Card or Account for any reason. Balances outstanding under this Agreement when your credit limit is reduced or terminated will continue to accrue Finance Charges until paid in full. You agree to return your Card(s) and any unused credit card checks to us at any time that we request.

CARD RENEWAL: Cards are issued with an expiration date. We have the right not to renew your card for any reason.

LOSING YOUR ACCOUNT: You can cancel or close your Account by writing to us at Household Bank (Illinois), National Association, Security Dept., 700 Wood Dale Road, Wood Dale, IL 60191. Your notice becomes effective when we receive it. If you cancel your Account, you will still be responsible for all amounts owed us according to the terms of this Agreement and you must immediately pay everything that you owe us, including any amounts not yet billed to you. You agree to return your Card(s) and any unused credit card checks to us. We will not honor any credit card check written on your account after we receive notice that your Account is cancelled.

SECURITY: Except in New York, you grant us a purchase money security interest in the goods purchased with your Card. Payments will be applied as required by law. When sufficient payments are made to repay the portion of the Account Balance attributable to the purchase of a particular good, we will release our purchase money security interest in that good. Goods covered by a security interest may be taken from you if you do not pay on time. We may require you to make them available at a convenient place of our choice. We waive any security interest in your home if the goods are installed and in any goods purchased with Credit Card Checks.

CREDIT INVESTIGATION AND REPORTING: You agree that we may investigate your credit, employment and income records and verify your credit references and also may report to credit reporting agencies, merchants, and other creditors the status and payment history of your Account. We may inform the Merchant of your line of credit on your Account. You agree that we may include your name and address and other identifying information on lists of cardholders

PRIVACY PRACTICES: You understand that from time to time we may receive credit information about you from others, such as stores, other lenders, and credit reporting agencies. You also understand that we may furnish on a regular basis credit and experience information regarding your Account to others seeking such information, including our affiliates. You authorize us to share such information contained on your application with our affiliates.

DELAY TAKING ACTION: We will not lose any of our rights under this Agreement if we delay taking action for any reason. To the extent allowed by law, we may take other action not described in this Agreement, and by doing so will not lose our rights under this Agreement.

APPLICABLE LAW: This Agreement and your Account will be governed by the Illinois Financial Services Development Act and applicable federal law, whether or not you live in Illinois and whether or not your Account is used outside of Illinois. This Agreement is entered into in Illinois and all credit under this Agreement will be extended from Illinois. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge and over-limit fee provision) are deemed to be interest under this Agreement and material to the determination of the finance charge. All payments under this Agreement must be received in Illinois.

ASSIGNMENT OF ACCOUNT: We may sell, assign, or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

SEVERABILITY: If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

The information about the costs of the Card described in this Application and Agreement is accurate as of June, 1995. This information may be changed after that date. To find out what may have changed write to us at 700 Wood Dale Road, Wood Dale, IL 60191.

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 the address listed on your bill. 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.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904
relating

to unsworn falsifications to authorities, that he/she is

Crystal Pilger (NAME)
herein, that Agent of AFS, plaintiff
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the
foregoing Complaint are true and correct to the best of his/her knowledge, information
and belief.

Crystal Pilger

(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any
information obtained will be used for that purpose.

WWR#05450282

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103059
NO: 07-1231-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: A.F.S. ASSIGNEE OF HOUSEHOLD
vs.
DEFENDANT: RICHARD A. SHIMMEL JR.

SHERIFF RETURN

NOW, August 03, 2007 AT 12:20 PM SERVED THE WITHIN COMPLAINT ON RICHARD A. SHIMMEL JR. DEFENDANT AT WORK: 2608 CARSON HILL ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD A. SHIMMEL JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
08-41-07
DEC 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8475017	10.00
SHERIFF HAWKINS	WELTMAN	8475017	52.92

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Haxar
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: 07-1231-CD

vs.

MOTION FOR SUMMARY JUDGMENT

RICHARD A SHIMMEL JR.,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED NO CC
APR 18 2008
APR 25 2008
©

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: 07-1231-CD

vs.

MOTION FOR SUMMARY JUDGMENT

RICHARD A SHIMMEL JR.,
Defendant.

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Defendant. In support thereof, Plaintiff avers as follows:

1. Plaintiff filed a Complaint against Defendant seeking judgment in the amount of \$9,929.42 with interest at the interest rate of 6% per annum from MAY 9TH, 2007, plus attorneys' fees, and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
2. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
3. Defendant filed an Answer to Plaintiff's Complaint. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.
4. On or around JANUARY 21ST, 2008, Plaintiff served upon Defendant a set of requests for admissions and requests for production of documents. A true and correct copy of the same is attached hereto as Exhibit "C" and made a part hereof.
5. No response to the discovery demands has been received from the Defendant.
6. The requests for admissions are now deemed admitted under Pennsylvania Rule of Civil Procedure 4014(b). Thus Defendant has admitted that he failed to make all payments on account; that he

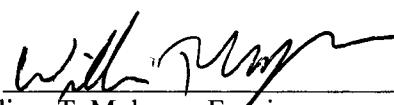
applied for the credit card; that the statements attached to Plaintiff's Discovery Request correctly identify the payments, charges, and balances on the account; and that he has not submitted any written disputes as to billing inaccuracies.t.

7. By way of his Answer, the documents attached to this Motion, and the Requests for Admissions, deemed admitted under Pa.R.C.P. 4014(b), the Defendant has admitted all facts material to this matter and verified the amount owed.

8. There are no meritorious defenses against this action and Plaintiff is entitled to summary judgment as a matter of Law against defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendant for \$9,929.42 with interest at the legal interest rate of 6% per annum from MAY 9TH, 2007, plus attorneys' fees, and costs.

Respectfully Submitted:

By: 

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment and Brief in Support has been served by U.S. Mail, Postage Pre-Paid, on 24th day of April, 2008 upon the following:

Richard A Shimmel Jr
7 Chapman Village
Dubois,Pa 15801

By: 
William T. Molczan Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Motion, and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Will R. May

Attorney for Plaintiff

EXHIBIT

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff No.

vs. COMPLAINT IN CIVIL ACTION

RICHARD A SHIMMEL JR

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, Esquire
Pa. I.D. No. 47437
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

WWR#05450282

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff

vs.

Civil Action No.

RICHARD A SHIMMEL JR

Defendant

COMPLAINT IN CIVIL ACTION AND 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 an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation with offices at 6851 JERICHO TURNPIKE #190
SYOSSET, NY 11791-0000

2. Defendant is an adult individual residing at 564 STATION HILL RD
LUTHERSBURG, PA 15848

3. Defendant entered into a Cardmember Agreement with YAMAHA MOTOR CORPORATION USA for a credit card bearing the account number 0176401101416061. A true and correct copy of the Cardmember Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. This account was subsequently assigned to Plaintiff for value.

5. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of MAY 9, 2007, in the amount of \$ 9,929.42.

6. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

7. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6.0% per annum on the unpaid balance.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

9. Plaintiff avers that such attorneys' fees will amount to \$1,500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, RICHARD A SHIMMEL JR individually, in the amount of \$ 9,929.42 with continuing finance charges thereon at the rate of 6.0% per annum from MAY 9, 2007 plus attorneys' fees of \$1,500.00, and costs.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS, CO., L.P.A.



WILLIAM T. MOLCZAN, Esquire
Pa. I.D. No. 47437
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

WWR#:05450282

CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

GENERAL: Each person signing the application for a credit card account ("Account") applies for an Account with Household Bank (Illinois), National Association, a national banking association located in Wood Dale, Illinois and requests one or more credit card(s) bearing the name and logo of YAMAHA MOTOR CORPORATION, USA to be used in connection with the Account. The word "Card" means any credit card(s) issued to you or an authorized user of your Account. In this Agreement, the words "you" and "yours" refer to all persons named on the credit card application and the words "we," "us" and "our" refer to Household Bank (Illinois), National Association located at 700 Wood Dale Road, Wood Dale, Illinois, 60191.

If we accept your application to open an Account, we will extend credit and make advances so that you may purchase goods and services for personal, family and household purposes from merchants which honor the Card.

ACCEPTANCE OF AGREEMENT: The use of your Account or Card by you or anyone whom you authorize or permit to use your Account or Card means you accept this Agreement.

PROMISE TO PAY: You agree to pay for all purchases, advances made on your account, applicable finance charges and other charges or fees under this Agreement, including but not limited to, over-limit fees, late payment fees, credit insurance charges, if any, and returned check fees incurred by you or anyone you authorize or permit to use your Account or Card, plus collection costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. If your Account is a joint Account, you and your joint Account Holder each agree to pay and are jointly and individually responsible for all amounts owed on your Account.

MONTHLY BILLING STATEMENT: We will send you a billing statement after each monthly billing cycle in which you have a balance in excess of \$1.00. The billing statement will show all purchases, cash advances with credit card checks, finance charges and other charges or fees, including credit insurance if applicable, and all payments and other credits posted to your Account during the billing cycle. The billing statement will show the amount owed on your Account. The total amount owed is called "New Balance" on your billing statement subject to the terms of Special Payment Plan purchases, if any, as indicated below.

SPECIAL PAYMENT PLANS: In addition to purchases and advances that accrue Finance Charges and require Minimum Monthly Payments as described below, the following special plans may be offered from time to time only as specified on the sales slips of merchants honoring the Card: a) Delayed Payment - no Minimum Monthly Payment will be due until the first day of the billing cycle beginning in the month specified on the sales slip, with Finance Charges accruing from the date of the purchase; b) Waived Finance Charge - no Finance Charges will accrue on the purchase or advance until the payment due date of the billing cycle beginning in the month specified on the sales slip, with Minimum Monthly Payments due each billing cycle; c) Delayed Payment/Waived Finance Charges - no Minimum Monthly Payments will be due and no Finance Charges will accrue on the purchase or advance until the first day of the billing cycle beginning in the month specified on the sales slip; d) Same As Cash - Finance Charges will accrue on the purchase from the date of purchase and Minimum Monthly Payments will be due each billing cycle. If, however, you pay the cash sale price of the purchase by the promotion due date as indicated on your periodic statement, no finance charges will be due on the purchase; e) Same As Cash/Delayed Payments - Finance Charges will accrue on the purchase from the date of purchase but no Minimum Monthly Payments will be due prior to the promotion due date as indicated on your periodic statement, and if you pay the cash sale price of the purchase by the promotion due date, no finance charges will be due on the purchase; f) Reduced Rate - A Reduced Rate Finance Charge will be applied to the balance attributable to the purchase ("Reduced Rate Balance") until the expiration of the reduced rate period or payment in full of the Reduced Rate Balance, whichever occurs first, as disclosed on the Sales Slip.

MINIMUM MONTHLY PAYMENT: All payments, except disputed payments, must be mailed or delivered to us at the Payment Processing Center address shown on your monthly billing statement. Disputed payments including those which indicate that the payment constitutes "payment in full" of the amount owed must be mailed or delivered to the Customer Service address shown on your monthly statement. Payments received after 10:00 a.m. Central Time on any banking day or at any time on a non-banking day will be considered as received on the following banking day. You agree to pay us at least the Minimum Monthly Payment reflected on your statement. If you wish, you may pay more than the Minimum Monthly Payment and at any time you may pay the entire amount due. The Minimum Monthly Payment will be calculated at the end of the first month in which you make a purchase and will be recalculated each month in which you make an additional purchase and is the greater of \$15 or (1) 2.5% to \$5,000; (2) 2.22% over \$5,000 but less than or equal to \$7,500; (3) 2% on \$7,501 and over of the "New Balance"; (less any Delayed Payment/Waived Finance Charge, Same as Cash and Same as Cash/Delayed Payment Purchase Balances) as shown on your billing statement rounded to the next higher dollar. You agree that any payment may be returned to you if your check is: (i) not drawn on U.S. dollars on funds on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) contains a restrictive endorsement; (v) postdated; (vi) drawn on a credit account issued by Household Bank (Illinois), N.A. or its affiliates; (vii) not paid on presentment.

TREATMENT OF PAYMENTS: Each Payment is applied as of the date received in the following order: 1) Insurance charges; 2) Finance Charges; 3) Late Payment fees, Over-Limit fees and Return Check fees; 4) Regular Purchases; 5) Delayed Payment Purchases, if applicable; 6) Reduced Rate Purchases, if applicable; 7) Same as Cash Purchases, in order of promotion due date, if applicable; 8) Same as Cash/with Delayed Payment Purchases, in order of promotion due date, if applicable; 9) Waived Finance Charge Purchases, if applicable; and 10) Delayed Payment/Waived Finance Charge purchases, if applicable. Any excess will be credited to your Account.

FINANCE CHARGES: The Finance Charge is part of the interest on your Account. The Finance Charge for each billing cycle is equal to the Average Daily Balance times the monthly periodic rate of 1.4% TO \$6,000 (corresponding 16.8% ANNUAL PERCENTAGE RATE); 1.075% over \$6,000 (corresponding 12.9% ANNUAL PERCENTAGE RATE). The Average Daily Balance is the sum of all daily unpaid balances in the billing cycle divided by the number of days in that

Delayed Payment/Waived Finance Charge, Same as Cash, Same as Cash/Delayed Payment and Reduced Rate Purchases. A minimum FINANCE CHARGE of 50¢ will be assessed for each billing cycle in which a Finance Charge is payable.

ANNUAL PERCENTAGE RATE	GRACE PERIOD	METHOD OF COMPUTING THE BALANCE FOR PURCHASES	MINIMUM FINANCE CHARGE
16.8% to \$6,000;	You have 25 Days to repay your balance before a finance charge is imposed	Average Daily Balance (including new purchase)	50¢
12.9% over \$6,000			
LATE PAYMENT FEE: \$15			
OVER-LIMIT FEE: \$15 (charged only once per billing cycle)			

Finance Charges and credit insurance charges for all Purchases except Waived Finance Charge and Delayed Payment/Waived Finance Charge Purchases begin to accrue on the date of sale. Finance Charges on Waived Finance Charge and Delayed Payment/Waived Finance Charge Purchases begin to accrue on the date indicated on the Sales Slip.

For Same As Cash and Same as Cash/Delayed Payment Purchases ("Same as Cash Purchases") the Finance Charge for each billing cycle is equal to the Same as Cash Purchase Average Daily Balance times the monthly periodic rate disclosed above.

The Same as Cash Average Daily Balance is the sum of all daily unpaid Same as Cash Balances in the billing cycle divided by the number of days in the billing cycle. The daily unpaid Same as Cash Balance is the amount owed each day and any unpaid Finance Charges, late fees, over-limit fees, returned check fees and credit insurance charges attributable to Same as Cash Purchases.

If the Same as Cash Balance is not paid in full upon expiration of the promotion period, the Same as Cash Finance Charge will be earned and added to the New Balance for that month. For Reduced Rate Purchases the Finance Charge for each billing cycle is equal to the Reduced Rate Purchase Average Daily Balance times the Reduced Rate monthly periodic rate as disclosed on the Sales Slip and monthly periodic statement.

The Reduced Rate Average Daily Balance is the sum of all daily unpaid Reduced Rate Balances in the billing cycle divided by the number of days in the billing cycle. The daily unpaid Reduced Rate Balance is the amount owed each day and any unpaid Finance Charges, late fees, over-limit fees, returned check fees and credit insurance charges attributable to Reduced Rate Purchases. The Reduced Rate Finance Charge will be in effect for the time period indicated on the Sales Slip or until the Reduced Rate Balance is paid in full, whichever occurs first.

If the Previous Balance shown on your monthly billing statement is zero, and you pay the New Balance for current Regular, Delayed Payment and Reduced Rate Purchases (less credit insurance charges, if any, on purchases made during the previous billing cycle) by the Payment Date, you will not have to pay the Finance Charges and credit insurance charges on that portion of the New Balance. If the Previous Balance shown on your monthly billing statement is not zero, and you pay the New Balance for current Regular, Delayed Payment and Reduced Rate Purchases in full by the Payment Due Date, you will not have to pay any additional Finance Charges on that portion of the New Balance.

INSURANCE: If you elect any credit insurance coverage in connection with opening the Account, you authorize us to charge the insurance premium for such insurance to your Account on a monthly basis. You understand the amount of the insurance premium is based on the Average Daily Balances of your Account. Credit insurance charges begin to accrue on the date of the sale for all Purchases made on your Account.

CREDIT LIMIT: You agree not to let the Account balance, including Finance Charges, exceed the credit limit established for you from time to time by us. We do not have to honor any use of your Card or honor credit card checks which would cause you to exceed your credit limit, if we do, you agree to repay the amount by which your credit limit is exceeded, plus a \$15 over-limit fee, plus Finance Charges immediately.

LATE PAYMENT FEE: If you fail to pay us the Minimum Monthly Payment in full by the due date on your statement, you agree to pay us a \$15 late payment fee.

RETURNED CHECK FEE: If any check or other instrument for payment on your Account is dishonored for any reason, you agree to pay a Returned Check Fee of \$15.

CHANGE OF TERMS (INCLUDING FINANCE CHARGE RATE): We may, at any time and subject to applicable law: a) terminate this Agreement; b) change your credit limit; or c) change any other terms and conditions of this Agreement relating to your Account (including increasing the periodic rate of Finance Charge, increasing or adding fees or charges, or changing the method of computing the balance upon which Finance Charges are assessed) by mailing written notice to you in accordance with applicable law. Subject to applicable law, we may apply such change to the outstanding balance of your Account on the effective date of the change and to new balances after that date.

EXHIBIT

Cardholder Agreement and Disclosure Statement (Continued)

DEFAULT: You will be in default under this Agreement upon (a) your failure to make at least Minimum Monthly Payment when due, (b) your violation of any other provision of this Agreement, (c) your death, (d) your becoming the subject of bankruptcy or insolvency proceedings, (e) your becoming the subject of attachment or garnishment proceedings, (f) your providing us with misleading, false, incomplete or incorrect information, or (g) our receipt of information that you are unable or unwilling to perform the terms or conditions of this Agreement. After default all your Account Balances including Special Payment Plan Balances will accrue Finance Charges at the contract rate in effect at the time of default. Upon default, we have the right to (a) terminate your credit privileges under this Agreement, (b) require you to pay your entire Account Balance including Special Payment Plan Balances, accrued but unpaid finance charges and other charges provided for in this Agreement immediately, (c) and bring an action to collect all amounts owed. If you are in default, we may charge you collection costs we incur, including reasonable attorney's fees and court costs, if not prohibited by applicable law.

EDIT AUTHORIZATIONS: Some purchases will require our prior authorization and you may be asked by the merchant to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor the Card or credit card check.

CHANGE OF NAME, ADDRESS, OR EMPLOYMENT: You agree to give us prompt notice of any change in your name, mailing address, or place of employment. You agree that the Department of Motor Vehicles may release your residence address to us should it become necessary to do so.

ABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You agree to notify us immediately upon learning of the loss, theft, or possible unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us at 1-800-695-6950, of the loss, theft, or possible unauthorized use of your Card. In any case, your liability will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given authority to use the Card, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the Card from the previously authorized user and return it to us at 700 Wood Dale Road, Wood Dale, IL 60191, along with a letter explaining why you are doing so.

STOLEN CARD: You agree to notify us immediately if your Card is lost or stolen, or if you think someone is using your Account without your permission. You may notify us by calling 1-800-695-6950 or writing us at Household Bank (Illinois), National Association, Card Security Dept., 700 Wood Dale Road, Wood Dale, IL 60191.

STOLEN CREDIT CARD CHECKS: You agree to notify us immediately if any credit card checks are lost or stolen. You may notify us by calling 1-800-695-6950.

CREDIT PAYMENT: If before a credit card check drawn on your Account has been honored, you notify us not to pay it, we will stop payment on the credit card check. You must send a written signed stop payment order which states the number, payee, amount and date of the credit card check on which payment is to be stopped. We may disregard any such order six months after our receipt.

CARD CANCELLATION: We can terminate or reduce your credit limit at any time and for any reason, and we have the right not to renew your Card or Account for any reason. Balances standing under this Agreement when your credit limit is reduced or terminated will continue to accrue Finance Charges until paid in full. You agree to return your Card(s) and any unused credit card checks to us at any time that we request.

CARD RENEWAL: Cards are issued with an expiration date. We have the right not to renew your card for any reason.

CLOSING YOUR ACCOUNT: You can cancel or close your Account by writing to us at Household Bank (Illinois), National Association, Security Dept., 700 Wood Dale Road, Wood Dale, IL 60191. Your notice becomes effective when we receive it. If you cancel your Account, you will be responsible for all amounts owed us according to the terms of this Agreement and must immediately pay everything that you owe us, including any amounts not yet billed to you. You agree to return your Card(s) and any unused credit card checks to us. We will not accept any credit card check written on your account after we receive notice that your Account is cancelled.

SECURITY: Except in New York, you grant us a purchase money security interest in the goods purchased with your Card. Payments will be applied as required by law. When sufficient payments are made to repay the portion of the Account Balance attributable to the purchase of a particular good, we will release our purchase money security interest in that good. Goods may be taken from you if you do not pay on time. We may hire you to make them available at a convenient place of our choice. We waive any security interest in your home if the goods are installed and in any goods purchased with Credit Cards.

CREDIT INVESTIGATION AND REPORTING: You agree that we may investigate your credit, employment and income records and verify your credit references and also may report to credit reporting agencies, merchants, and other creditors the status and payment history of your Account. We may inform the Merchant of your line of credit on your Account. You agree that we may include your name and address and other identifying information on lists of cardholders.

PRIVACY PRACTICES: You understand that from time to time we may receive credit information about you from others, such as stores, other lenders, and credit reporting agencies. You also understand that we may furnish on a regular basis credit and experience information regarding your Account to others seeking such information, including our affiliates. You authorize us to share such information contained on your application with our affiliates.

DELAY TAKING ACTION: We will not lose any of our rights under this Agreement if we delay taking action for any reason. To the extent allowed by law, we may take other action not described in this Agreement, and by doing so will not lose our rights under this Agreement.

APPLICABLE LAW: This Agreement and your Account will be governed by the Illinois Financial Services Development Act and applicable federal law, whether or not you live in Illinois and whether or not your Account is used outside of Illinois. This Agreement is entered into in Illinois and all credit under this Agreement will be extended from Illinois. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge and over-limit fee provision) are deemed to be interest under this Agreement and material to the determination of the finance charge. All payments under this Agreement must be received in Illinois.

ASSIGNMENT OF ACCOUNT: We may sell, assign, or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

SEVERABILITY: If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

The information about the costs of the Card described in this Application and Agreement is accurate as of June, 1995. This information may be changed after that date. To find out what may have changed write to us at 700 Wood Dale Road, Wood Dale, IL 60191.

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 the address listed on your bill. 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.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating

to unsworn falsifications to authorities, that he/she is

Crystal Pilger

(NAME)

herein, that Agent of AFS, plaintiff
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

C. Pilger

(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

WWR#05450282

8720
August 21, 2007

William T. Molczan, Esquire
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

CC: AFS Assignee of Household
6851 Jericho Turnpike #190
Syosset, NY 11791-0000

Richard A. Shimmel, Jr., Defendant
Civil Action No. 07-1231-CD

EXHIBIT
B

DEFENSE

1. This credit account was approved for an ATV Kawasaki (year unknown) through Mountain Extreme in Rockton, PA.
2. To the best of my knowledge, this was originally for the purchase price of \$3,500.
3. To the best of my knowledge, this was in the year 2002.
4. I owned this ATV for approximately six months.
5. This ATV was a lemon. I continuously had to put time, money, and parts on it.
6. I had to replace at least the following parts:
 - 2 new sprockets
 - new chain
 - 2 new side cases
 - carburetor repairs
 - new headlights
 - new battery
 - new tie rod end
7. I own an automotive garage and have worked in the automotive repair most of my adult life. I have owned many ATVs and currently work at a salvage yard. I believe my personal experience and work experiences qualify me to come to the conclusion that this ATV was a "lemon".
8. With over \$1000 out-of-pocket expenses, continual problems and repairs, credit account payments, and all within @ six month period, I decided to call Mountain Extreme and asked them to come and pick up this ATV.

9. After @ two weeks later, they came to pick up the ATV. They "messed" around with it and drained the new battery trying to get it started.

10. I inquired about it a few weeks later and was told that the ATV was being resold. A few weeks later, I was told the ATV went to the "auction".

11. One of the credit account statements I received after the ATV was picked up stated they would be willing to settle for \$3,000. But why would I pay for something I don't own? What about the money I've put into the ATV? Where's the money that they auctioned it for?

12. According to the complaint, a copy of the ~~crew~~member agreement is attached; however, there were no signatures on these copies nor were these copies readable.

13. The complaint as of May 9, 2007 is for \$9,929.42 and \$1,500 attorney fees. I could own two brand new 4 wheel drive ATVs for this amount. I don't even have the ATV and only had it in my possession for six months!!

14. After at least the past two and a half years of not having any contact - no letters, no phone calls, etc. I believed this was resolved. This was five years ago!!!

15. I am requesting this case be immediately be dismissed for all of the above reasons.

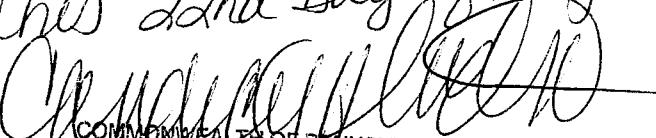
NOTE: ADDRESS CHANGE
7 Chapman Village
DuBois, PA 15801

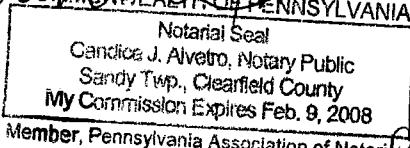
Richard A. Shimmel

Richard A. Shimmel, Jr.

CIVIL # 07-1231-CD

Registered Return Receipt

State of Pennsylvania
County of Clearfield
Subscribed and sworn to before me on
the 22nd day of August 2007




Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

v.

NO.: 07-1231-CD

RICHARD A SHIMMEL, JR.,

Defendant.

EXHIBIT

C

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR
PRODUCTION OF DOCUMENTS**

Plaintiff demands that the defendants answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendants answer and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within **thirty (30)** days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

These Requests for Production of Documents shall be deemed continuing so as to require supplemental answers and documents if any information of documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto were produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or

her job title and department from whose files it was produced and the current custodian of said document.

If a document called for is believed to exist or is known to exist, but is in the possession, custody or control of another person or party, the existence of the document, the identity of the possessor, custodian and one in control of such documents shall be provided along with any applicable common description or citation utilized by the publisher, possessor, custodian or disseminator of such document.

If any document called for by this request is withheld on the basis of any claim of privilege or any similar claim, identify that document as follows: author; addressee; indicated or blind copies, date, subject matter; number of pages; attachments or appendices; all persons to whom distributed, shown or explained; present custodian; and nature of the privilege or similar claim asserted.

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject credit card referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda, invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend to introduce and/or provide testimony on as evidence at the time of trial.

REQUEST FOR ADMISSION NO. 1:

Defendant applied for the credit card referenced in Plaintiff's Complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

Defendant used credit card issued at account number 0176401101416061 to purchase a Kawasaki ATV.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

Defendant failed to make all payments on said account as the payments became due and owing.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

Defendant has not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 4 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

Patrick Thomas Woodman

Patrick Thomas Woodman,Esquire

PA I.D. # 34507

Weltman,Weinberg &Reis,Co.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh,PA 15219

WWR:05450282

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's First Request for Production of Documents and Request for Admissions has been served by U.S. Mail, on the 21 day of January, 2008, upon the following:

Richard A Shimmel Jr
7 Chapman Village,
Dubois, Pa. 15801

Patrick Thomas Woodman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: 07-1231-CD

vs.

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

RICHARD A SHIMMEL, JR.,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

APR 25 2006
NO CC
W.A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: 07-1231-CD

vs.

RICHARD A SHIMMEL, JR.,

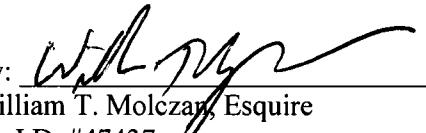
Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision.

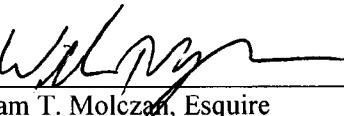
WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praeclipe to Schedule has been served by First Class Mail, postage pre-paid, on 24th day of April, 2007 upon the following:

Richard A Shimmel Jr
7 Chapman Village
Dubois, Pa 15801

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff

No. 07-1231-CD

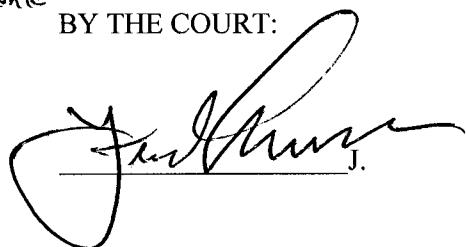
vs.

RICHARD A SHIMMEL, JR.
Defendant

ORDER OF COURT

AND NOW, to wit, this 28 day of April, ²⁰⁰⁸ ~~2007~~, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for May 19, 2008 at
10:00 a.m. in Hearing Room #3, Clearfield County
Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



FILED 3cc
04/02/08 APR 29 2008 Atty Molczan
William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 29 2008

**William A. Shaw
Prothonotary/Clerk of Courts**

DATE: 4/29/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: 07-1231-CD

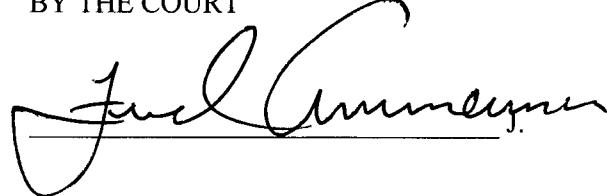
vs.

RICHARD A SHIMMEL JR.,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this 19th day of May, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$9,929.42 with interest at the rate of 6% per annum from MAY 9TH, 2007, plus attorneys' fees, plus costs.

BY THE COURT



FILED 2cc
MAY 19 2008
Atty Molezan
(60)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/19/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney

Defendant(s) Defendant(s) Attorney

Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,
Plaintiff

No. 2007-1231-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

RICHARD A SHIMMEL, JR.,

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05450282

FILED NO^o
MAY 30 2008
MAY 30 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff No. 2007-1231-CD
vs.

RICHARD A SHIMMEL, JR.,

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant, Richard A. Shimmel, Jr.

1. On or about May 23, 2008, Plaintiff received a signed Order of Court dated from May 19, 2008. Said Order of Court is attached as Exhibit "1".

2. On or about May 27, 2008, Plaintiff mailed the Order of Court to 7 Chapman Village, Du Bois, PA. 15801.

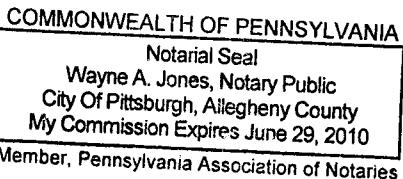
WELTMAN, WEINBERG & REIS, CO., L.P.A.

William T. Molczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05450282

Sworn to and subscribed
before me this 27
day of May, 2008.

~~NOTARY PUBLIC~~



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: 07-1231-CD

vs.

RICHARD A SHIMMEL JR.,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this 19th day of May, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$9,929.42 with interest at the rate of 6% per annum from MAY 9TH, 2007, plus attorneys' fees, plus costs.

BY THE COURT

/S/ Fredric J Ammerman

J.

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

MAY 19 2008

Attest.



William E. Shan
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff Case No.: 07-1231-CD

TYPE OF PLEADING

vs.

PRAECIPE FOR JUDGMENT
PER ORDER OF COURT

RICHARD A SHIMMEL JR

Defendant. FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C WARBRODT, Esquire
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 05450282
\$11,429.42

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE
USED FOR THAT PURPOSE.

FILED
M 1:53 PM
FEB 17 2009
S
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00
GHD
ICC & Notice
to Def.
Statement
to Atty
(GHD)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff

Case No.: 07-1231-CD

vs.

RICHARD A SHIMMEL JR

Defendant.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

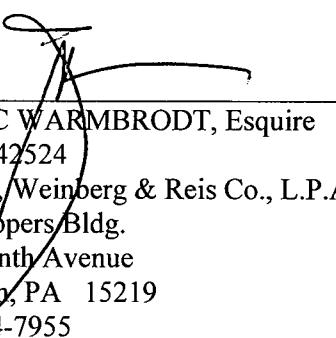
Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Order of Court in favor of Plaintiff on May 19th, 2008, kindly enter Judgment against the Defendant, **RICHARD A SHIMMEL JR**, in the amount of \$11,429.42 computed as follows:

Amount Awarded per Order:	\$9,929.42
After added Interest from May 9 th , 2007 at the rate of 6% per annum, plus costs, plus attorneys' fees, as appears within the Order.	\$1500.00
TOTAL:	\$11,429.42

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: 
JAMES C WARMBRODT, Esquire
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And Defendant's address is: 7 CHAPMAN VILLAGE DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD

Plaintiff

Case No.: 07-1231-CD

vs.

RICHARD A SHIMMEL JR

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendants
 Garnishee

You are hereby notified that the following Order or Judgment was entered against you on February 17, 2009.

Assumpsit Judgment in the amount of \$11,429.42, plus interest at 6% per annum, plus costs.

Trespass Judgment in the amount of \$_____ plus costs.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment of

- Court Order
- Non-Pros
- Confession
- Default
- Verdict
- Arbitration Award
- By Consent

Prothonotary

RICHARD A. SHIMMEL JR
7 CHAPMAN VILLAGE
DUBOIS, PA 15801

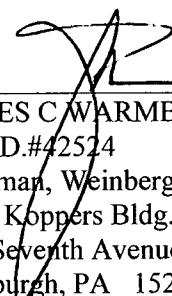
By: W. H. Chapman
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeclipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
JAMES C. WARMBRODT, Esquire
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05450282

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: : 07-1231-CD

vs.

RICHARD A SHIMMEL JR.,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this 19th day of May, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$9,929.42 with interest at the rate of 6% per annum from MAY 9TH, 2007, plus attorneys' fees, plus costs.

BY THE COURT

/S/ Fredric J Ammerman

J.

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

MAY 19 2008

Attest.

William L. Ober
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: 07-1231-CD

vs.

RICHARD A SHIMMEL JR.,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this 19th day of May, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$9,929.42 with interest at the rate of 6% per annum from MAY 9TH, 2007, plus attorneys' fees, plus costs.

BY THE COURT

/S/ Fredric J Ammerman

J.

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

MAY 19 2008

Attest.

William L. Ober
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S. ASSIGNEE OF HOUSEHOLD,

Plaintiff,

Case No.: : 07-1231-CD

vs.

RICHARD A SHIMMEL JR.,
Defendant.

ORDER OF COURT

AND NOW, to-wit, this 19th day of May, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$9,929.42 with interest at the rate of 6% per annum from MAY 9TH, 2007, plus attorneys' fees, plus costs.

BY THE COURT

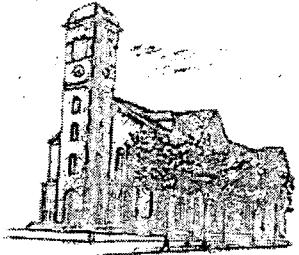
/S/ Fredric J Ammerman J.

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

MAY 19 2008

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

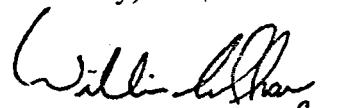
PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,


William A. Shaw
Prothonotary

DATE: 5/19/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

A.F.S.
Household
Plaintiff(s)

No.: 2007-01231-CD

Real Debt: \$11,429.42

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard A. Shimmel Jr.
Defendant(s)

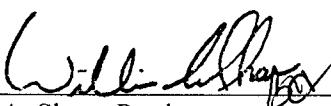
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 17, 2009

Expires: February 17, 2014

Certified from the record this 17th day of February, 2009.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S ASSIGNEE OF HOUSEHOLD SERVICES

Plaintiff No. 07-1231-CD

vs.

**PRAEICE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)**

RICHARD A SHIMMEL JR

Defendant

TIMBERLAND FCU
AND S&T BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05450282

FILED Atty pd.
AUG 11 2009 20.00
AUG 05 2009 CC Atty
William A. Shaw
Prothonotary/Clerk of Courts
S
CC Sheriff w/Leonts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
A.F.S ASSIGNEE OF HOUSEHOLD SERVICES

Plaintiff

vs.

Civil Action No. 07-1231-CD

RICHARD A SHIMMEL JR

Defendant

TIMBERLAND FCU
AND S&T BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against RICHARD A SHIMMEL JR, Defendant
3. against TIMBERLAND FCU AND S&T BANK, Garnishee
4. Judgment Amount \$ 11429.42

Interest \$ 300.61

Costs \$

SUBTOTAL: \$ 11730.03

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05450282

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

A.F.S ASSIGNEE OF HOUSEHOLD SERVICES

Plaintiff

No. 07-1231-CD

vs.

RICHARD A SHIMMEL JR

Defendant

TIMBERLAND FCU
AND S&T BANK

Garnishee

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.

9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: in cash in kind
(specify property):

Social Security benefits on deposit in the amount of \$

(c) Other (specify amount & basis for exemption):

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption 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:

Date: _____

Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For

OPY

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

A.F.S ASSIGNEE OF HOUSEHOLD SERVICES
Plaintiff

vs.

Civil Action No. 07-1231-CD

RICHARD A SHIMMEL JR
Defendant

TIMBERLAND FCU
AND S&T BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: RICHARD A SHIMMEL JR Defendant(s);

- (1) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU AND S&T BANK, as garnishee, 821 BEAVER DR, DUBOIS, PA 15801 AND 614 LIBERTY BLVD, DUBOIS, PA 15801 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due \$ 11730.03

Costs to be added..... \$

125.00 Prothonotary costs

Prothonotary


Deputy

DATED: 8/5/09
WWR#05450282

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1231-CD

A.F.S. ASSIGNEE OF HOUSEHOLD SERVICES

vs

RICHARD A. SHIMMEL JR.

TO: TIMBERLAND FCU and S&T BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 11/03/2009 ASAP

HEARING:

PAGE: 106015

DEFENDANT: S&T BANK, Garnishee
ADDRESS: 614 LIBERTY BLVD.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED

93:37 cm
AUG - 7 2009

William A. Shaw
Notary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 8-7-09 AT 10:40 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON S&T BANK, Garnishee, DEFENDANT

BY HANDING TO John Oberlin (OBERLIN)

Branch Sales Manager

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 614 Liberty BLVD DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR S&T BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO S&T BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevin
Deputy Signature

Jerome M. Nevin
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG.106015

A.F.S. ASSIGNEE OF HOUSEHOLD SERVICES

NO. 07-1231-CD

-vs-

RICHARD SHIMMEL JR.

TO: TIMBERLAND FCU and S&T BANK, Garnishee

WRIT OF EXECUTION, INTERROGATORIES
TO GARNISHEE

SHERIFF'S RETURN

NOW AUGUST 10, 2009 MAILED THE WITHIN WRITS OF EXECUTION, NOTICE, CLAIM FOR EXEMPTION,
INTERROGATORIES TO RICHARD SHIMMEL JR., DEFENDANT AT 7 CHAPMAN VILLAGE, DUBOIS, PA. 15801 IN THE
S.A.S.E.

SHFF. HAWKINS: \$65.90
SHFF. SURCHARGE: \$30.00
PAID BY: Atty.

So Answers,

Chester A. Hawkins
by Maelyn Harr

CHESTER A. HAWKINS
SHERIFF

SWORN TO BEFORE ME THIS
____ DAY OF _____ 2009

5 FILED
02:38pm
AUG 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

A.F.S Assignee of Household Services, :
Plaintiff : No. 07-1231-CD
vs. :
Richard A. Shimmel, Jr., :
Defendant :
vs. :
S & T Bank, :
Garnishee :
vs. :

S FILED
01047397
AUG 25 2009 NO
CC

William A. Shaw
Prothonotary/Clerk of Courts

(G)

GARNISHEE'S ANSWERS TO INTERROGATORIES

COMES NOW, S & T Bank, by its attorney, Peter F. Smith, who answers the Interrogatories to Garnishee as follows:

1. No.

1a. N.A.

2. No.

3. No.

4. No.

5. No.

6. No.

7. N. A.

8. N.A.

Date: 8/14/09



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. #34291
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in the foregoing Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

S & T BANK

Dated: 8-18-09

By: Wendy Pinchack
Wendy Pinchack
O.R.E.O Specialist

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

A.F.S Assignee of Household Services, :
Plaintiff : No. 07-1231-CD
vs. :
: :
Richard A. Shimmel, Jr., :
Defendant :
vs. :
: :
S & T Bank, :
: :
Garnishee :
: :

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for S & T Bank in the above-captioned matter, hereby certify that I served the original Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U.S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

Richard A. Shimmel, Jr.
7 Chapman Village
DuBois, PA 15801

William T. Molczan, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Date:

8/14/09


Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

WELTMAN, WEINBERG & REIS CO., L.P.A.
BY: James C. Warmbrodt, Esquire
I.D. No.42524
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
Phone: 412.434.7955
Fax: 412.434.7959
File # 05450282

Attorney for Plaintiff(s)

FILED

SEP 21 2009
M 11:20 AM
William A. Shaw
Prothonotary/Clerk of Courts

4 C.P.M. to M.M.

A.F.S. ASSIGNEE OF HOUSEHOLD SERVICES

CLEARFIELD County
Court of Common Pleas

vs.

RICHARD A SHIMMEL JR

NO. 07-1231-CD

and

RICHARD A SHIMMEL JR

Garnishee(s)

PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION

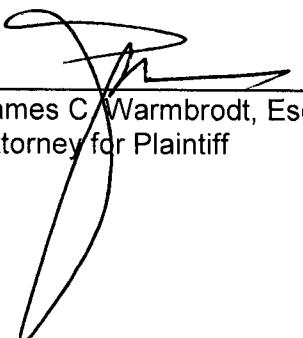
TO THE PROTHONOTARY:

Kindly mark the above matter settled, discontinued, and ended as to Garnishee(s),

RICHARD A SHIMMEL JR, only.

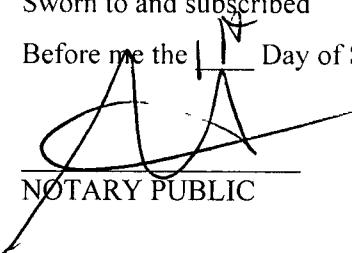
WELTMAN, WEINBERG & REIS CO., L.P.A.

By _____


James C. Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the 11 Day of September, 2009


NOTARY PUBLIC

