07-1567-CD
Comm of Fin. Vs Kara Pittman

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Clearfield
JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 07-1567-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.
Commonwealth Financial Systems Inc.	Richard A. Ireland

ADDRESS OF APPELLANT: 120 N. Keyser Ave. CITY: Scranton STATE: PA ZIP CODE: 18504

DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)
8/27/07	Commonwealth Financial	vs. Kara M Dittman (Wisor)

CLAIM NO.

CV 19 -194-07.
LT 19 _____.

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

X Michael F Rutchford Esq

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

_____
Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

_____
Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OR NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____.

_____
Signature of Prothonotary or Deputy

FILED Atty pd. 85.00
m/1:49(cl)
SEP 24 2007 ICC: ~~Def.~~
(cm)
William A. Shaw
Prothonotary/Clerk of Courts
Atty Rutchford
MDJ Ireland
Sheriff to serve Def.

AOPC 312-90

COURT FILE TO BE FILED WITH PROTHONOTARY

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ : ss

AFFIDAVIT: I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No._____, upon the District Justice designated therein on *(date of service)*_____, 19 ____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)*_____ on _____, 19_____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on_____, 19 _____. ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19____.

_____
Signature of affiant

_____
Signature of official before whom affidavit was made

_____
Title of official

My commission expires on _____, 19____

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Clearfield
JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT: Commonwealth Financial Systems Inc.
MAG. DIST. NO. OR NAME OF D.J.: Richard A. Ireland
ADDRESS OF APPELLANT: 120 N. Keyser Ave. CITY: Scranton STATE: PA ZIP CODE: 18504
DATE OF JUDGMENT: 8/27/07
IN THE CASE OF (Plaintiff): Commonwealth Financial vs. (Defendant): Kara M Dillman (Wiser)
CLAIM NO.:
SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT: X Michael J. Patterson Esq.

CV 19 -141-07.
LT 19 _____.

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

_____
Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

_____
Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OR NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____.

_____
Signature of Prothonotary or Deputy

AOPC 312-90

COURT FILE

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ : ss

AFFIDAVIT: I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on *(date of service)* _____, 19 ____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)* _____ on _____, 19 _____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19 _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19 ____.

_____
Signature of affiant

_____
Signature of official before whom affidavit was made

_____
Title of official

My commission expires on _____, 19 ____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.: 46-3-02
MDJ Name: Hon. RICHARD A. IRELAND
Address: 650 LEONARD ST
STE 113
CLEARFIELD, PA
Telephone: (814) 765-5335 16830

NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

PLAINTIFF: NAME and ADDRESS
COMMONWEALTH FINANCIAL SYSTEMS, INC
120 N KEYSER AVE
SCRANTON, PA 18504

VS.

DEFENDANT: NAME and ADDRESS
PITTMAN (WISOR), KARA M
70 MARY LANE
CURWENSVILLE, PA 16833

ATTN: SCOTT BEST
120 N KEYSER AVE
SCRANTON, PA 18504

Docket No.: CV-0000194-07
Date Filed: 5/31/07

THIS IS TO NOTIFY YOU THAT:

Judgment: FOR DEFENDANT (Date of Judgment) 8/27/07

[X] Judgment was entered for: (Name) PITTMAN (WISOR), KARA M

[X] Judgment was entered against: (Name) COMMONWEALTH FINANCI, AL SYSTE
in the amount of $ .00

[ ] Defendants are jointly and severally liable.

[ ] Damages will be assessed on Date & Time _____

[ ] This case dismissed without prejudice.

[ ] Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
$ _____

[ ] Portion of Judgment for physical damages arising out of residential lease $ _____

Amount of Judgment	$ .00
Judgment Costs	$ .00
Interest on Judgment	$ .00
Attorney Fees	$ .00
Total	$ .00
Post Judgment Credits	$
Post Judgment Costs	$
Certified Judgment Total	$

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

AUG 27 2007 Date Richard A. Ireland, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____ Date _____, Magisterial District Judge

My commission expires first Monday of January, 2012.

SEAL

AOPC 315-06

DATE PRINTED: 8/27/07 3:24:00 PM

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc 120 N. Keyser Ave. Scranton PA 18504 Plaintiff	:	CIVIL ACTION
vs.	:	NO: 07-1567-CD
KARA M PITTMAN 410 Shaw St. Clearfield PA 16830 Defendant	:	

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 to Defend 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 REDUCED FEE OR NO FEE.

MIDPENN LEGAL SERVICES
211 1/2 E LOCUST STREET
CLEARFIELD, PA 16830
814-765-9646

FILED 1CC Sheriff
m/11:55 bl
SEP 24 2007
LM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc 120 N. Keyser Ave. Scranton PA 18504 Plaintiff	:	CIVIL ACTION
vs.	:	
KARA M PITTMAN 410 Shaw St. Clearfield PA 16830 Defendant	:	NO:

COMPLAINT

Plaintiff, Commonwealth Financial Systems, Inc, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Commonwealth Financial Systems, Inc, (hereinafter "Plaintiff") is a Pennsylvania corporation with a principal place of business located at 120 North Keyser Avenue Scranton, PA 18504.

2. The Defendant KARA M PITTMAN (hereinafter "Defendant") is an adult individual residing at 410 Shaw St. Clearfield PA 16830.

3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.

4. Defendant applied for and received a credit card issued by VERIZON CALLING CARD CLA* with the account number 4223980153936550.

5. The within account was sold by VERIZON CALLING CARD CLA* to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill

of Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

6. On or about May 19, 2005 Plaintiff was assigned all rights to certain credit card accounts from Unifund, including the account opened by Defendant with account number 4223980153936550. (See, Bill of Sale, Affidavit, and Assignment attached hereto as Exhibit "B.")

7. Use of the VERIZON CALLING CARD CLA* credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "C.")

8. Defendant used the VERIZON CALLING CARD CLA* credit card account number 4223980153936550, for purchases, cash advances and/or balance transfers.

9. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card.

10. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

11. The account became delinquent on January 31, 2006.

12. The principal amount was $1,526.37 at the time it was received by Plaintiff.

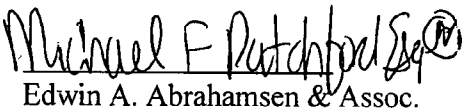
13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 5%.

14. The total amount due and owing the Plaintiff including interest, is $2,185.43.

15. Pursuant to the terms of the Agreement, Defendant is liable for Plaintiff's court costs and reasonable attorney's fees in the amount of 25% of the balance.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of $2,185.43 plus costs of suit, reasonable attorneys' fees of $546.36 and any other relief as the Court deems just and appropriate.

Respectfully submitted,



Edwin A. Abrahamsen & Assoc.
Michael F. Ratchford, Esquire
Scott J. Best, Esquire
Attorney I.D. Nos.: 86285/93600
1729 Pittston Avenue
Scranton, PA 18505
mratchford@eaa-law.com
sbest@eaa-law.com

Exhibit A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of February 28, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund CCR Partners, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated February 28, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Citibank (South Dakota), National Association

By: _____
(Signature)

Name: Chief Fin. Officer/D & I Finance

Title: _____

Unifund CCR Partners

By: _____
(Signature)

Name: David G Roosberg

Title: General Partner

Exhibit B

unifund

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and King The Bell, Inc. ("Purchaser"), dated as of May 9, 2005 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement

Executed on May 9, 2005.

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

By _____
David Rosenberg
President

For Unifund Use ONLY

Client #	PID	CID #
[illegible]		
[illegible]		[illegible]

Exhibit C

CARD AGREEMENT

This Card Agreement, which includes your card carrier, is your contract with us and governs the use of your card and account. It includes your annual percentage rates and the amount of any membership fee. Please read and keep these documents for your records.

FACTS ABOUT RATES AND FEES

For complete information about these terms, please see the related sections in this Card Agreement.

RATES—FINANCE CHARGES

Purchase and Cash Advance APRs: See card carrier. All APRs based on the Prime Rate plus a Default Bill under.

Default APR: See card carrier. The Default APR equals the Prime Rate plus up to 25.99% (or up to 29.99% otherwise permitted). All APRs may automatically increase up to the Default APR if you fail to make a payment by its due date, exceed your credit line, or make a payment that is not honored.

Minimum Finance Charge: $0.50.

TRANSACTION FEES—FINANCE CHARGES

Balance Transfer Fee: 3% of each balance transfer, $5 minimum, $75 maximum.

Purchases Made in a Foreign Currency Fee: 3% of each purchase after its conversion into U.S. dollars.

Cash Advance Fee: 3% of each cash advance, $5 minimum.

OTHER FEES

Late Fee: $15 on balances up to $100, $23 on balances of $101 up to $250, $35 on balances of $250 and over.

Over-the-Credit-Line Fee: $39.

Annual Membership Fee: See card carrier.

Returned Payment Fee: $39.

Returned Convenience Check Fee: $35.

Stop Payment on Convenience Check Fee: $35.

Rates, fees, and terms may change: We may change the rates, fees, and some of your accounts' terms for the following reasons. These reasons may be based on information in your credit report, such as, you fail to make payments on time, exceed your credit limit, or your accounts overall credit risk. The number of credit accounts outstanding, or the number of credit requests. These reasons may also include competitive or economic factors. If we exercise our right to change any of these terms, you will receive advance notice and a right to opt out in accordance with applicable law.

Definitions

account: the retail credit card account you are using under this Card Agreement

APR: annual percentage rate

authorized user: any person you allow to use your account

card: one or more cards or other account access devices, including account numbers, that we issue to you to obtain credit under this Card Agreement

Card Agreement (or Agreement): this document and the conditions

we, us, and our: Citibank (South Dakota), N.A. and any assignee of your account

you, your, and yourself: (a) each person who applies to open the account and any other person responsible for paying with this Agreement, including the person by whom or on behalf of whom charges are made

Your Account

You agree to use your account in accordance with this Agreement. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of the card. You must pay us for all amounts due on your account as specified in this Agreement. Your account is not only for personal transactions.

Authorized Users: You may allow other people to use your account. You may request additional cards for authorized users. You may pay for the charges made by authorized users even if you are not liable for the reasonable for those charges. You must notify us immediately if any permission you gave to an authorized user is withdrawn, or if the person's right to use your account is terminated.

Credit Line: Your initial credit line appears on the card carrier. The full amount of your credit line is available to buy merchandise, goods or services where the card is honored. Part of your credit line, called the cash advance limit, is available for cash advances. We may change your credit line or cash advance limit at any time for any reason. We will notify you of any change, but the change may take effect before you receive the notice. Your total balance on your account, including any unpaid charges, fees, finance charges and fees, cannot exceed your credit line. However, if the total balance exceeds your credit line, you must still pay us. If your total balance falls below your credit line, we may reduce the credit line by any new charges on your account. You must not maintain a credit balance in excess of your credit line.

Billing Statement: Your billing statement will show the total amount owed, including any finance charges, fees, and the minimum amount due. This document also contains your current account information and transaction details, including payments and credits, a balance summary, and other important information. We do not send a statement to only one adjustment. You must notify us if you do not receive your monthly statement. We do not send you a statement if we bring legal proceedings by serving it on you or publish any legal notice for collection. We may charge for filing your statement. Finance charges and fees continue to accrue even if we stop sending statements.

The total amount you owe us appears as the New Balance on the billing statement. The balance on the New Balance line is the total amount owed at the end of the billing period. All accounts, including those with a zero balance, are subject to any finance charge and fees that may be added during the billing period. We may charge a minimum finance charge or fees and make other adjustments.

APRs

APRs Based on Prime: We calculate any APR based on the U.S. Prime Rate ("Prime Rate") by adding to the applicable prime rate the percentage set forth in the Prime Rate table for each billing period. We use the Prime Rate published in the *The Wall Street Journal* on the business day prior to the statement closing date for that billing period. If *The Wall Street Journal* does not publish the Prime Rate, we may choose a similar publication. A change in an APR due to a change in the Prime Rate takes effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balance, subject to any minimum finance charge that may apply.

Default Rate: If your APR may increase if you default under this Card Agreement, you may default for reasons other than failure to make payments on time, such as exceed your credit limit, make payments in an amount not honored, or other reasons. We may automatically increase your APRs to a default APR, which may be the Prime Rate plus up to 26.99% (or up to 27.99% in Wisconsin). Factors considered in determining your Default APR may include your credit history, your account, the nature of a default, your payment performance, and other factors. The Default APR takes effect as of the first day of the billing period following the APR change. We may lower the APR on new purchases and cash advances. You pay the lower of all Card Agreement charges, including the Default APR, and the Prime Rate plus 26.99% (or 27.99% in Wisconsin). Default APR will be paid in full on a rolling basis.

- **Effect of APR Increases.** If an APR is increased, periodic finance charges may be higher or lower than previously because:

Periodic Finance Charges Based On APRs

Periodic Finance Charges: Periodic finance charges are finance charges that are added to your account when we apply the applicable APR to the balances on your account. We calculate the daily finance charge for each balance subject to different APRs, including separate balances for cash advances, purchases, balance transfers, and promotional balances. The total periodic finance charge for a billing period is the sum of the daily periodic finance charges for each day in the billing period. The related amounts are called periodic finance charges, as opposed to any compounded or other finance charges.

When Periodic Finance Charges Begin to Accrue: Periodic finance charges begin to accrue on a balance from the date it is added to the daily balance and continue until the payment in full is credited to your account. Purchases, cash advances, balance transfers, cash advance fees, late fees, and any other finance charges accrue periodic finance charges on purchases only during billing periods that begin after you pay your previous billing statement in full by the payment due date shown on your statement. If you pay your balance by the payment due date on your current statement, you may not be charged periodic finance charges on the purchases shown on that statement.

Calculation of Periodic Finance Charges.

- For each balance, we multiply the daily balance by the applicable daily periodic rate. We combine for each day in the billing period. A daily periodic rate is the annual APR divided by 365. A billing period begins on the day after the Statement Closing Date of the previous billing period and includes the Statement Closing Date of the current billing period.
- To get the daily balance, we take the beginning balance for each balance category, add any new charges and any periodic finance charges on the previous daily balance, and subtract any payments or credits and any daily balance adjustments. A credit balance is treated as a zero balance.
- We add the daily balances for each balance category.
- We add all the applicable balances as of the Statement Closing Date of the billing statement. We add a balance transfer fee and a balance transfer APR balance as of the Post Date to the balance. We add any new balances from the previous statement to the balance as of the Post Date to the balance. The Post Date is the date we post your payment to the balance. Payments or credits are applied to the balance in the order in which we receive them. We may delay the posting of cash advances, convenience checks, or balance transfers until we receive your payment for the balance. We may also delay the posting of payments or credits if we need to verify the payment. We may also delay the posting of payments or credits if you send a balance transfer or convenience check directly to someone. The Post Date is the date we post the transaction to your account.
- To get the total periodic finance charge, we add up all the daily periodic finance charges for each balance for each day in the billing period.
- **Example Illustration.** The Balance Subject to Finance Charge on the statement is the average of the daily balances during the billing period. For simplicity, the figure the daily balance by multiplying the daily balance by the number of days in the billing period, multiplying the daily periodic rate, the result is the periodic finance charge assessed for that balance, except for minor variations caused by rounding.

Minimum Finance Charge. If the periodic rate finance charge for a billing period is less than $0.50, we assess a minimum FINANCE CHARGE of $0.50. We add this amount to any balance that is assessed a finance charge.

Transaction Fees

Transaction Fees and APRs. If you use a service that has a transaction fee for a balance transfer, cash advance, or other transaction, or a cash advance, the APR you will be charged for the transaction may exceed your normal APR.

Transaction Fee for Balance Transfers. You obtain a balance transfer if you obtain funds through a balance transfer check or transfer a balance without using a credit card or convenience check. We may refuse to process balance transfers unless otherwise noted in this Agreement. For each balance transfer, we add an additional FINANCE CHARGE of 3% of the amount of the balance transfer but not less than $5 or more than $25.

Transaction Fee for Purchases Made in a Foreign Currency. For each purchase made in a foreign currency, we add an additional FINANCE CHARGE of 3% of the amount of the transaction after it converts to U.S. dollars.

Transaction Fee for Cash Advances. You obtain a cash advance if you obtain funds through an authorized teller, automatic teller machine (ATM), convenience check, or other bank or financial institution. We make a cash advance if you use a credit card, traveler's check, money order, casino chip or similar item, or engage in a similar transaction. For each cash

advance we add an additional FINANCE CHARGE [illegible] the amount of the cash advance, but not less than $5.

Other Fees

Late Fee: We add a late fee [illegible] for each billing period [illegible] the Minimum Amount Due (less the Account Over Credit Line shown on your billing statement). This fee is based on your account balance as of the payment due date. It is $15 on balances up to $100, $20 on balances of $100 up to $250, and $25 on balances of $250 and over.

Over-the-Credit-Line Fee: We add a $15 fee to the standard purchase balance if your account balance exceeds your credit line at any time during the billing period. We add this fee even if transactions we authorize or pending interest charges, fees, and other charges push your balance over the account balance exceeds your credit line. We add this fee even if the account balance falls below your credit line by the end of the billing period.

Annual Membership Fee: We add an applicable annual membership fee to the standard purchase balance. This fee is non-refundable unless you notify us to cancel your account within [illegible] days of the mailing or posting date of the billing statement on which the fee is billed.

Returned Payment Fee: We add a $35 fee to the standard purchase balance if a payment check or similar instrument is not honored or is returned because it cannot be processed or if an automatic debit is returned or dishonored. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Returned Convenience Check Fee: We add a $30 fee to the standard advance balance if we dishonor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the cash advance limit or credit limit, you default, if you do not comply with our terms regarding the check, or if your account has been closed.

Stop Payment on Convenience Check Fee: We add a $30 fee to the standard advance balance if we honor your request to stop payment on a convenience check. To stop payment of a convenience check write us at P.O. Box 6500, Sioux Falls, South Dakota 57117, or call the Customer Service number on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for 6 months unless renewed in writing.

Balance Transfer Checks and Convenience Checks: Each check must be in the form we provide and sent according to any instructions we give. The check must not be used to pay an outstanding balance owed to us under this or another Card Agreement that you have with us. We do not provide checks in excess of credit available. Checks that have been paid

Information on Foreign Currency Conversion Procedures

If you make a transaction in a foreign currency other than a cash advance made at a branch of ATM of one of our affiliates, MasterCard, Visa or American Express, depending on which card is used, converts the amount into U.S. Dollars in following

- MasterCard converts using its foreign currency conversion procedures that in effect MasterCard currently uses a conversion rate in effect on the day prior to the transaction processing date. Such rate is either a wholesale market rate or the government mandated rate.
- Visa complies with its foreign currency conversion procedures in effect. Visa currently converts foreign currency transactions into dollars using a rate based on a wholesale market rate. Such rate will be a rate in effect [illegible] or the government mandated rate.
- American Express complies with its foreign currency conversion procedures then in effect. Unless a particular rate is required by applicable law, the rate used by American Express shall be the wholesale interbank rate selected on the business day prior to the day on which the transaction is processed by American Express.

If a cash advance is made in a foreign currency, the amount in dollars will be shown on your statement. The amount is converted into U.S. Dollars by our affiliate in accordance with the foreign currency conversion procedures then in effect. Our affiliate currently uses a conversion rate in effect on the applicable processing date. Such rate is either a wholesale market rate or the government mandated rate.

The foreign currency exchange rate in effect on the applicable processing date for a foreign currency may differ from the rate in effect on the Sale or Cash Advance date shown on the statement for that transaction.

A transaction conducted by a third party seller in such a manner as to be processed by MasterCard, Visa or American Express, but in a foreign currency conversion rate for that transaction will be the rate selected by that third party.

Payments

Minimum Amount Due: Each month you must pay at least the Minimum Amount Due by the payment due date. The

[illegible] you pay the New Balance [illegible] periodic finance charges.

To avoid [illegible] the Minimum Amount Due [illegible] any past due amounts and [illegible] your credit line. We [illegible] the largest of the following:

- The New Balance on the billing statement if it is less than $20
- $20 if the New Balance is at least $20
- 10% of the New Balance (which calculation is rounded down to the nearest dollar) plus the amount of your billed finance charges and any applicable late fees
- 1.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Amount Due will not exceed the New Balance. Your credit will be suspended and no new charges will be added to your account during the billing period.

Application of Payments: We apply payments and credits to low APR balances before higher APR balances. This means your savings will be reduced if you make transactions that are subject to higher APRs.

Payment Instructions: Payments are [illegible] in accordance with the payment instructions on the billing statement. You must pay in U.S. dollars drawn on a bank [illegible] requirement [illegible] in the U.S. Do not send cash. We may [illegible] payments and payments that [illegible] or other reservations and endorsements, without losing our rights. We reserve the right to cancel payments made in foreign currency and return checks or funds on deposit outside the U.S. If we do, we will find the currency conversion rate at our discretion and credit your account in U.S. dollars after deducting our costs such as in processing your payment, or we may bill you separately for such costs.

Optional Pay by Phone Service: You may be [illegible] to make your payment by phone using [illegible] Pay by Phone Service. Each time you make such a request, you agree to pay us the amount shown on the Pay by Phone section on the back of the billing statement. Our representatives are trained to tell you [illegible] Pay by Phone Service.

Credit Reporting

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may appear on your credit report. If you request cards on your account for others, we may report account information about them in the name of those other people.

[illegible] Pay by Phone Service [illegible] the Customer Service address on the billing statement.

If you think an reported information is inaccurate, you should [illegible] credit reporting agency. [illegible] Customer Service address on the billing statement. We will promptly investigate the matter and [illegible] you. We will [illegible] the credit reporting agency to which we reported the [illegible] correction. During our investigation, we dispute with you. We will tell you in writing or by telephone [illegible] statement in these agencies' [illegible] credit report.

Changes to this Agreement

We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts or inquiries, or the number of credit inquiries. These reasons may also include competitive or market-related factors, changing laws or practices, adding, replacing, or deleting provisions relating to your account due to the nature, extent, and [illegible] the rights and obligations you or we have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the total balance, either at once or under the terms of the unchanged Agreement, unless we notify you otherwise. Use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Default

You [illegible] Agreement if you fail to pay the Minimum Amount Due by [illegible] your credit line, pay [illegible] or similar [illegible] or if [illegible] bankruptcy or [illegible] Customer Service [illegible] us. If you default, we may close your account and demand immediate payment of the total balance. If you agree to a security interest in a Certificate of Deposit, we may use the [illegible] to pay any amount you owe.

VERIFICATION

I, Michael F. Ratchford, attorney for Plaintiff,Commonwealth Financial Systems, Inc, am fully familiar with the facts set forth in the within Complaint and am authorized to make this Verification on behalf of Plaintiff. I Verify that the facts set forth in the within allegations are true and correct to the best of my knowledge, knowing that any false statements are punishable by law pursuant to 18 C.S.A. 4904.

Michael F Ratchford Esq

Michael F. Ratchford, Esquire

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

Mag. Dist. No.: 46-3-02
MDJ Name: Hon. RICHARD A. IRELAND
Address: 650 LEONARD ST
STE 113
CLEARFIELD, PA
Telephone: (814) 765-5335 16830

PLAINTIFF: NAME and ADDRESS
COMMONWEALTH FINANCIAL SYSTEMS, INC
120 N KEYSER AVE
SCRANTON, PA 18504

VS.

DEFENDANT: NAME and ADDRESS
PITTMAN (WISOR), KARA M
70 MARY LANE
CURWENSVILLE, PA 16833

RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830

Docket No.: CV-0000194-07
Date Filed: 5/31/07

07-1967-CD

THIS IS TO NOTIFY YOU THAT:

Judgment: FOR DEFENDANT (Date of Judgment) 8/27/07

[X] Judgment was entered for: (Name) PITTMAN (WISOR), KARA M

[X] Judgment was entered against: (Name) COMMONWEALTH FINANCI, AL SYSTE
in the amount of $ .00

[ ] Defendants are jointly and severally liable.

[ ] Damages will be assessed on Date & Time

[ ] This case dismissed without prejudice.

[ ] Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
$

[ ] Portion of Judgment for physical damages arising out of residential lease $

Amount of Judgment	$ .00
Judgment Costs	$ .00
Interest on Judgment	$ .00
Attorney Fees	$ .00
Total	$ .00
Post Judgment Credits	$
Post Judgment Costs	$
Certified Judgment Total	$

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

FILED NO CC
m 12:45/01
SEP 28 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

AUG 27 2007 Date [signature], Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

SEP 27 2007 Date [signature], Magisterial District Judge

My commission expires first Monday of January, 2012

SEAL

AOPC 315-06

DATE PRINTED: 8/27/07 3:24:00 PM

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103231**

Case # 07-1567-CD

COMMONWEALTH FINANCIAL SYSTEMS INC

vs.

KARA M. PITTMAN

TYPE OF SERVICE COMPLAINT & NOTICE OF APPEAL FROM D.J. JUDGT.

SHERIFF RETURNS

NOW January 31, 2008 RETURNED THE WITHIN COMPLAINT & NOTICE OF APPEAL FROM D.J. JUDGT. "NOT SERVED, TIME EXPIRED" AS TO KARA M. PITTMAN, DEFENDANT. NEED BETTER ADDRESS

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	2702	10.00
SHERIFF HAWKINS	ABRAHAMSEN	2702	16.00

FILED
03:45 pm
JAN 31 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

_____

So Answers,

by Marilyn Hamer

Chester A. Hawkins
Sheriff

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 07-1567-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT | MAG. DIST. NO. OR NAME OF D.J.

ADDRESS OF APPELLANT | CITY | STATE | ZIP CODE

DATE OF JUDGMENT | IN THE CASE OF (Plaintiff) vs. (Defendant)

CLAIM NO.

CV 19 _____.

LT 19 _____.

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

_____
Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

_____
Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OR NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____.

_____
Signature of Prothonotary or Deputy

AOPC 312-90

COPY TO BE SERVED ON APPELLEE

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc 120 N. Keyser Ave. Scranton PA 18504 Plaintiff	:	CIVIL ACTION
vs.	:	NO: 07-1567-CD
KARA M PITTMAN 410 Shaw St. Clearfield PA 16830 Defendant	:	

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 to Defend 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 REDUCED FEE OR NO FEE.

MIDPENN LEGAL SERVICES
211 1/2 E LOCUST STREET
CLEARFIELD, PA 16830
814-765-9646

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

SEP 24 2007

Attest.

Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc 120 N. Keyser Ave. Scranton PA 18504 Plaintiff	:	CIVIL ACTION
vs.	:	
KARA M PITTMAN 410 Shaw St. Clearfield PA 16830 Defendant	:	NO:

COMPLAINT

Plaintiff, Commonwealth Financial Systems, Inc, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Commonwealth Financial Systems, Inc, (hereinafter "Plaintiff") is a Pennsylvania corporation with a principal place of business located at 120 North Keyser Avenue Scranton, PA 18504.

2. The Defendant KARA M PITTMAN (hereinafter "Defendant") is an adult individual residing at 410 Shaw St. Clearfield PA 16830.

3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.

4. Defendant applied for and received a credit card issued by VERIZON CALLING CARD CLA* with the account number 4223980153936550.

5. The within account was sold by VERIZON CALLING CARD CLA* to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill

of Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

6. On or about May 19, 2005 Plaintiff was assigned all rights to certain credit card accounts from Unifund, including the account opened by Defendant with account number 4223980153936550. (See, Bill of Sale, Affidavit, and Assignment attached hereto as Exhibit "B.")

7. Use of the VERIZON CALLING CARD CLA* credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "C.")

8. Defendant used the VERIZON CALLING CARD CLA* credit card account number 4223980153936550, for purchases, cash advances and/or balance transfers.

9. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card.

10. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

11. The account became delinquent on January 31, 2006.

12. The principal amount was $1,526.37 at the time it was received by Plaintiff.

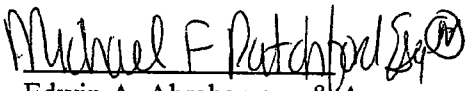
13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 5%.

14. The total amount due and owing the Plaintiff including interest, is $2,185.43.

15. Pursuant to the terms of the Agreement, Defendant is liable for Plaintiff's court costs and reasonable attorney's fees in the amount of 25% of the balance.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of $2,185.43 plus costs of suit, reasonable attorneys' fees of $546.36 and any other relief as the Court deems just and appropriate.

Respectfully submitted,



Edwin A. Abrahamsen & Assoc.
Michael F. Ratchford, Esquire
Scott J. Best, Esquire
Attorney I.D. Nos.: 86285/93600
1729 Pittston Avenue
Scranton, PA 18505
mratchford@eaa-law.com
sbest@eaa-law.com

Exhibit A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of February 28, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund CCR Partners, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated February 28, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Citibank (South Dakota), National Association

By: _____
(Signature)

Name: Chief Fin. Officer/O & I Finance

Title: _____

Unifund CCR Partners

By: _____
(Signature)

Name: David G Rosenberg

Title: General Partner

Exhibit B

unifund

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Ring The Bell, Inc. ("Purchaser"), dated as of May 9, 2005 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement

Executed on May 9, 2005.

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

By _____
David Rosenberg
President

For Unifund Use ONLY

Client #	FID	CID #
[illegible]		
[illegible]		[illegible]

Exhibit C

CARD AGREEMENT

This Card Agreement, which includes your credit card terms, is your contract with us and governs the use of your card. [illegible] your annual percentage rates and the amount of any membership fee. Please read and keep these documents for your records.

FACTS ABOUT RATES AND FEES

For complete information about these rates, please see the rates section in this Card Agreement.

RATES—FINANCE CHARGES

Purchase and Cash Advance APRs: See card carrier. All APRs based on the Prime Rate may vary each billing period.

Default APR: See card carrier. The Default APR equals the Prime Rate plus up to 25.95% (or up to 28.95% if otherwise greater). All APRs may automatically increase up to the Default APR if you fail to make a payment by the date due, exceed your credit line, or make a payment that is not honored.

Minimum Finance Charge: $0.50.

TRANSACTION FEES—FINANCE CHARGES

Balance Transfer Fee: 3% of each balance transfer, $5 minimum, $75 maximum.

Purchases Made in a Foreign Currency Fee: 3% of each purchase after its conversion into U.S. dollars.

Cash Advance Fee: 3% of each cash advance, $5 minimum.

OTHER FEES

Late Fee: $15 on balances up to $100, $25 on balances of $100.01 to $250, $35 on balances of $250.01 and over.

Over-the-Credit-Line Fee: $35.

Annual Membership Fee: See card carrier.

Returned Payment Fee: $35.

Returned Convenience Check Fee: $35.

Stop Payment on Convenience Check Fee: $35.

Rates, fees, and terms may change: We may change the rates, fees, and terms of your account for any lawful reason. These reasons may be based on information in your credit report, such as your failure to make payments on time, your exceeding your credit line, or changes in your credit rating. We may also change your rates, fees, and terms for other reasons, such as changes in our costs or changes in applicable laws. If we change any term or rate for any of these reasons, you will receive advance notice as required by law and in accordance with applicable law.

Definitions

account: the relationship [illegible] between you and us by this Card Agreement.

APR: annual percentage rate.

authorized user: any person you allow to use your account.

card: one or more cards or other account access devices, including account numbers, that we issue to you to obtain credit under this Card Agreement.

Card Agreement (or Agreement): this document and the [illegible]

we, us, and our: [illegible] (South Dakota), N.A., the issuer of your account.

you, your, and yours: the person who applied to open the account and any other person responsible for complying with this Agreement, including the person to whom we address billing statements.

Your Account

You agree to use your account in accordance with this Agreement. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of the card. You must pay us for all amounts due on your account as specified in this Agreement. Your account must only be used for lawful transactions.

Authorized Users: You may allow authorized users to use your account. You may request additional cards for authorized users. You must pay us for all charges made by authorized users even if you did not intend to be responsible for those charges. You must notify us to revoke any permission you give to an authorized user. [illegible]

Credit Line: Your initial credit line appears on [illegible]. The full amount of your credit line is available to buy or lease goods or services where the card is honored. Part of your credit line, called the cash advance limit, is available for cash advances. We may change your credit line or cash advance limit at any time for any reason. We will notify you of any change, but the change may take effect before you receive the notice. The total balance of your account, including any finance charges and fees, must always remain below the credit line. However, if the total balance exceeds your credit [illegible] balance, we may reduce the credit line [illegible] charges on your account. You may not maintain a credit balance in excess of your credit line.

Billing Statement: Your billing statement shows the total amount, periodic finance charges, fees, minimum amount due, the payment due date, [illegible] your current credit line and cash advance limit, an itemized list of current charges, payments and credits, a rate summary, and other important information. We deliver a statement to only one address. You must notify us [illegible]. If we deem your account uncollectible or if we delay to [illegible] proceedings by sending your account to an agency or attorney for collection, we may stop sending you statements. Periodic finance charges and fees continue to accrue even if we stop sending statements.

The total amount you owe us appears as the New Balance on the billing statement. To determine the New Balance we begin with the total balance at the start of the billing period. We add any purchases and cash advances and subtract any credits or payments credited during that billing period. We then add any periodic finance charges or fees and make other adjustments.

APRs

APRs Based on Prime: We calculate any APR based on the U.S. Prime Rate ("Prime Rate") by adding the applicable amount that appears on the card carrier to the Prime Rate. For each billing period we use the Prime Rate published in The Wall Street Journal two business days prior to the Statement Closing Date for that billing period. If The Wall Street Journal does not publish the Prime Rate, we may substitute a similar published rate. A change in an APR due to a change in the Prime Rate takes effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rate that may apply.

Default Rate: All your APRs may increase if you default under any Card Agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored. In these circumstances, we may automatically increase your APRs (including any promotional APRs) to [illegible] (the Default APR), which equals the Prime Rate plus up to [illegible]% or up to [illegible]%, whichever is greater. Factors considered in determining your Default APR may include how long your account has been open, the number or seriousness of a default under any Card Agreement that you have with us, other information [illegible]. The Default APR takes effect as of the first day of the billing period in which you default. We may lower the APR for new purchases and cash advances if you meet the terms of all Card Agreements that you have with us for a consecutive [illegible] billing periods. Existing balances remain subject to the Default APR until paid in full unless we tell you otherwise.

- **Effect of APR Increases.** If an APR is increased, periodic finance charges may increase and your minimum payment may increase.

Periodic Finance Charges Based On APRs

Periodic Finance Charges. Periodic finance charges are finance charges that are added to your account each month to reflect the applicable APR. We calculate the daily finance charge for each balance subject to different terms, for example, separate purchase, balance transfer, and cash advance balances, and the total periodic finance charge for a billing period is the sum of the daily periodic finance charges for each balance in that billing period. The related amount is called a periodic finance charge, sometimes referred to as finance charges.

When Periodic Finance Charges Begin to Accrue. Periodic finance charges begin to accrue on a balance from the date it is added to the daily balance and continue to accrue until payment in full is credited to your account. Purchases, cash advances, balance transfers, cash advance fees, balance transfer fees, and any other finance charges accrue daily beginning on the date they are added to your account. If you pay the new balance on your current billing statement by the payment due date on that statement, and you pay your new balance by the payment due date on your following statement, you may be able to avoid finance charges on the purchases in the new balance. Please refer to the section titled "How to Avoid Finance Charges" later.

Calculation of Periodic Finance Charges.

- For each balance, we multiply the daily balance by the applicable daily periodic rate (APR ÷ 365) for each day in the billing period. A daily periodic rate is the annual APR divided by 365. A billing period begins on the day after the Statement Closing Date of the previous billing period and includes the Statement Closing Date of the current billing period.
- To get the daily balance, we take the beginning balance for each balance category, add any applicable finance charges and any periodic finance charges, add any new charges, and subtract any payments or credits applied to the balance that day, and make other adjustments. A credit balance is treated as a zero balance.
- We add the daily balances for the billing period. We add a balance transfer or cash advance to the appropriate balance as of the Post Date for the balance. We add any new fees or charges to the balance as of the Post Date for the balance. We add any payments or credits to the balance as of the Post Date for the balance. We add any cash advance fee or balance transfer fee to the balance as of the Post Date for the balance. The Post Date is the date we post a transaction to your account. Depending on your balance, we may charge a finance charge for a billing period even if you send a balance transfer or cash advance check directly to someone. The Post Date is the date we post the check to your account.
- To get the periodic finance charge, we add up all the daily periodic finance charges for each balance for each day in the billing period.

How We Determine the Balance Subject to Finance Charge. We determine the average daily balances for each balance in the billing period. We multiply the daily balance by the number of days in the billing period and by the daily periodic rate. The result is the periodic finance charge assessed for that balance, except for minor variations caused by rounding.

Minimum Finance Charge. If the periodic rate finance charge is less than $0.50, we assess a minimum FINANCE CHARGE of $0.50. We do not assess a minimum if no any balance that is assessed a finance charge.

Transaction Fees

Transaction Fees and APRs. Occasionally we assess a transaction fee for a balance transfer, or a cash advance, the amount of fee will cause the APR on the billing statement or bill for the transaction that appears to exceed your normal APR.

Transaction Fee for Balance Transfers. You obtain a balance transfer if you obtain funds through a balance transfer check or consider a balance transfer to be a cash advance convenience check. We may charge a balance transfer fee for each balance transfer, subject to a minimum of $5 and a maximum of $50 or more than 3%.

Transaction Fee for Purchases Made in a Foreign Currency. For each purchase made in a foreign currency, we add an additional FINANCE CHARGE of 3% of the amount of the transaction after it converts to U.S. dollars.

Transaction Fee for Cash Advances. You obtain a cash advance if you obtain funds through an automated teller machine (ATM), convenience check, or from a bank or financial institution. Make a note in the right hand margin of each traveler's check, lottery ticket, casino token, or similar item, or a copy of a similar transaction, to avoid such

advance we add an additional FINANCE CHARGE equal to the amount of the cash advance, but not less than $5.

Other Fees

Late Fee: We add a late fee to the minimum payment amount for each billing period you fail to pay it by the date the Minimum Amount Due (less the Amount Over Credit Line) shown on your billing statement. This fee is based on your account balance as of the payment due date. It is $15 on balances up to $100, $29 on balances of $100 up to $500, and $35 on balances of $500 and over.

Over-the-Credit-Line Fee: We add a late fee to the minimum payment amount if your account balance exceeds your credit line at any time during the billing period. We will not assess even if transactions we authorize or periodic finance charges, fees, and other charges push or raise the account balance previous your credit line. We add this fee even if the account balance falls below your credit line by the end of the billing period.

Annual Membership Fee: We add an applicable annual membership fee to the standard purchase balance. This fee is non-refundable unless you notify us in writing and your account goes 60 days after the mailing or delivery date of the billing statement on which the fee is billed.

Returned Payment Fee: We add $35 fee to the standard purchase balance if a payment check or similar instrument is returned or dishonored. Returned Payment Fee will be assessed on a cash advance balance if an attempted cash advance is returned or dishonored. We will assess this fee the first time your check or payment is not honored, even if it is not returned or dishonored.

Returned Convenience Check Fee: We add a $30 fee to the standard advance balance if we cashed a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance in excess of the cash advance limit or credit line. Your credit will be reported if you do not promptly return an insufficient or returned check and your account has been closed.

Stop Payment on Convenience Check Fee: We add a $30 fee to the standard advance balance if we honor your request to stop payment on a convenience check. To stop payment of a convenience check write us at P.O. Box 6030, Sioux Falls, South Dakota 57117, or call the Customer Service number on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for 6 months unless renewed in writing.

Balance Transfer Checks and Convenience Checks: Each check must be in the form provided and sent according to any instructions we give. The check must not be used to pay an amount owed to us under this or another Card Agreement that you have with us. We do not accept checks drawn on tribal or foreign banks.

Information on Foreign Currency Conversion Procedures

If you make a transaction in a foreign currency, other than a cash advance made at a branch of ATM of one of our affiliates, MasterCard, Visa or American Express, depending on which card is used, converts the amount into U.S. dollars as follows:

- MasterCard converts in its foreign currency conversion procedures that is effect. MasterCard currently uses a conversion rate in effect one day prior to the transaction processing date. Such rate is either a wholesale market rate or the government mandated rate.
- Visa complies with its foreign currency conversion procedures that is effect. Visa currently converts foreign currency transactions into dollars using a rate selected from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from rate Visa receives, or the government-mandated rate.
- American Express complies with its foreign currency conversion procedures that is effect. Unless a particular rate is required by applicable law, the rate used by American Express shall be the customer exchange rate selected for the business day on which the transaction is processed by American Express.

The conversion rate in effect on the date the transaction is billed to your account may differ from the rate in effect on the date of your transaction, or the date the transaction is posted to your account. We do not control the rates or rates set by others that have been part

Payments

Minimum Amount Due: Each month you must pay at least the Minimum Amount Due by the payment due date. The

[illegible] you pay the New Balance in full, you will pay no periodic finance charges.

To pay in the Minimum Amount Due, we may, in addition to any past due amounts and other charges, add to your credit line. We will add the largest of the following:

- The New Balance on the billing statement if it is less than $20
- $20 if the New Balance is at least $20
- 1% of the New Balance (rounded up to the nearest dollar) plus the amount of your billed finance charges and any applicable late fee; or
- 1% of the New Balance (rounded up to the nearest dollar) plus any amount by which your New Balance exceeds your credit limit.

However, the Minimum Amount Due will not exceed the New Balance. In addition, the Minimum Amount Due will not be less than the sum of the finance charges and late fees added to your account during the billing period.

Application of Payments: We apply payments and credits to low APR balances before higher APR balances. This means your savings will be maximized if you make payments to all balances subject to higher APRs.

Payment Instructions: Payments are accepted only when they are made in accordance with the billing statement. You must pay in U.S. dollars using a check, money order, or equivalent payment, or by electronic payment, or by a bank in the U.S. Do not send cash. We may, at our sole discretion, accept payments that do not comply with the foregoing or other reasonable instructions, without losing our rights. We reserve the right to cancel payments made in foreign currency and instruments drawn on deposit accounts outside the U.S. If we do, we will use the currency conversion rate of our discretion and credit your account in U.S. dollars after receipt of funds. We may charge you for processing your payment, and we may bill you for any foreign cost such costs.

Optional Pay by Phone Service: You may, in order to make your payment, by phone using the Pay by Phone Service. Each time you make such a request, you agree to pay us the amount shown in the Pay by Phone section of the statement as the billing statement. Our representatives are trained to tell you the total you owe, including Pay by Phone Service.

Credit Reporting

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may appear on your credit report. If you request cards on your account for others, we may report account information on all the cards in the name of those other people as well. We may also contact people at a place other than your mailing address if you request credit in joint name or if we need to verify information you provide us. You may contact us at the Customer Service address on the billing statement.

If you think we reported inaccurate information to a credit reporting agency, write us at the address shown on the billing statement. We will promptly investigate the matter and have agreed to notify you of the outcome. We will notify the credit reporting agency to which we reported and request a correction. In our investigation, we disagree with you, we will tell you in writing or by telephone and tell you how to request a statement of disagreement to be added to your credit report.

Changes to this Agreement

We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. Changing terms, including adding, replacing, or deleting provisions relating to your account, or in the nature, extent, and enforcement of the rights and obligations you and we have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the total balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Default

[illegible] Agreement if you fail to pay the Minimum Amount Due by [illegible] exceed your credit line, pay a check or similar instrument that is not honored or take any other action that is reasonable in our judgment to be a default under this Agreement, or if you become bankrupt or default under any other Credit Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance. If you agree to a security interest in a Certificate of Deposit, we may use the [illegible] to pay any amount you owe.

VERIFICATION

I, Michael F. Ratchford, attorney for Plaintiff,Commonwealth Financial Systems, Inc, am fully familiar with the facts set forth in the within Complaint and am authorized to make this Verification on behalf of Plaintiff. I Verify that the facts set forth in the within allegations are true and correct to the best of my knowledge, knowing that any false statements are punishable by law pursuant to 18 C.S.A. 4904.

Michael F Ratchford Esq

Michael F. Ratchford, Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc	:	CIVIL ACTION
Plaintiff	:	
vs.	:	NO: 07-1567-CD
KARA M PITTMAN	:	
Defendant	:	

FILED
10:41 BY NO CC
MAR 03 2010
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on May 31, 2008 the below named Defendant received and signed for the certified mail containing the Plaintiff's Notice of Appeal of the District Justice Judgment and Complaint.

KARA M PITTMAN
139 BRESSLER RD.
Curwensville PA 16833

Edwin A. Abrahamsen & Associates, P.C.

BY: _____
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
120 N Keyser Avenue
Scranton, PA 18504
(570) 558-5510

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Clearfield : ss

AFFIDAVIT: I hereby swear or affirm that I served

☑ a copy of the Notice of Appeal, Common Pleas No. 07-1567-CD upon the District Justice designated therein on *(date of service)* May 31, 2008 ☐ by personal service ☑ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)* Kara Pittman on May 31, 2008 ☐ by personal service ☑ by (certified) (registered) mail, sender's receipt attached hereto.

☑ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on May 31, 2008 ☐ by personal service ☑ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 31st DAY OF May, 2008

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19__

NOTARIAL SEAL
JENNIFER LOEH VENDITTI
Notary Public
SCRANTON CITY, LACKAWANNA COUNTY
My Commission Expires Mar 6, 2013

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Clearfield
JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 07-1567-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT: Commonwealth Financial Systems Inc.

MAG. DIST. NO. OR NAME OF D.J.: Richard A. Ireland

ADDRESS OF APPELLANT: 120 N. Keyser Ave. CITY: Scranton STATE: PA ZIP CODE: 18504

DATE OF JUDGMENT: 8/27/07

IN THE CASE OF (Plaintiff): Commonwealth Financial vs. (Defendant): Kara M Dittman (Wiser)

CLAIM NO.: CV 19 194-07
LT 19

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT: X Michael T. Patchofski Esq.

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee)

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OR NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____

Signature of Prothonotary or Deputy

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

SEP 24 2007

Attest. William L. Prothonotary/ Clerk of Courts

AOPC 312-90

APPELLANT'S COPY

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kara M. Pittman
70 Mary Ln.
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Darla Pittman
☐ Agent
☐ Addressee

B. Received by (Printed Name) DARLA PITTMAN
C. Date of Delivery 5-31-08

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7005 3110 0002 4170 3310

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1541

UNITED STATES POSTAL SERVICE

CARBONDALE PA 152

31 MAY 2005 PM 2 7

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Edwin A. Abrahamsen & Assoc.
1729 Pittston Ave.
Scranton, PA 18505

07-00251

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc	:	CIVIL DIVISION
Plaintiff	:	
vs.	:	
KARA M PITTMAN	:	NO: 07-1567-CD
Defendant	:	

FILED pd $20.00 Atty
m/ 11:01am 1cc & notice to deft + Atty.
MAR 26 2010
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE CLERK OF JUDICIAL RECORDS:

Kindly enter judgment by default for failure to respond to Plaintiff's Complaint in the amount of $2,185.43. Notice of the intent to file a default judgment was served upon the Defendant on November 6, 2009. A copy of the Notice of Intent to Take Default Judgment is attached hereto and marked Exhibit "A."

Edwin A. Abrahamsen & Associates, P.C.

Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
Attorney for Plaintiff

JUDGMENT

AND NOW, this 26th day of March, 2010, Judgment is hereby entered in favor of the Plaintiff and against the Defendant in the amount of $2,185.43 for failure to respond to Plaintiff's Complaint.

CLERK OF JUDICIAL RECORDS

J.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc	:	
Plaintiff	:	CIVIL DIVISION
vs.	:	NO: 07-1567-CD
KARA M PITTMAN	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on the date indicated below, I served a copy of the Praecipe for Entry of Default Judgment in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

KARA M PITTMAN
139 BRESSLER RD.
Curwensville PA 16833

Edwin A. Abrahamsen & Associates, P.C.

Date: March 17, 2010

By: _____
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
120 N. Keyser Avenue
Scranton, PA 18504
(570) 558-5510

Commonwealth Financial Systems, Inc	:	In the Court of Common Pleas of CLEARFIELD County, Pennsylvania Civil Division
Plaintiff	:	
vs.	:	
KARA M PITTMAN	:	NO: 07-1567-CD
Defendant	:	

NOTICE OF FILING JUDGMENT

Notice is herby given that a money judgment in the above-captioned matter has been entered against you in the amount of $ 2,185.43 on March 26, 2010.

By: [signature]
Prothonotary

If you have any questions regarding this notice, please contact the filing party:

Edwin A. Abrahamsen & Associates
120 N. Keyser Avenue
Scranton, PA 18504
Telephone: (570)-558-5510

(Notice is given in accordance with PA Supreme Court Rule of Civil Procedure No. 236)

Commonwealth Financial Systems, Inc Plaintiff	:	In the Court of Common Pleas of CLEARFIELD County, Pennsylvania Civil Division
vs.	:	NO: 07-1567-CD
KARA M PITTMAN Defendant	:	AFFIDAVIT UNDER SOLDIERS AND SAILORS RELIEF CIVIL RELIEF ACT OF 1940 AS AMENDED

State of Pennsylvania
County of CLEARFIELD SS:

Michael F. Ratchford, Esquire being duly sworn according to law deposes and says that the above named defendant(s): KARA M PITTMAN is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

That the defendant(s): KARA M PITTMAN is(are) older than eighteen years of age;

That the employment status of the defendant(s): KARA M PITTMAN is(are) unknown.

Michael F. Ratchford, Esquire

Subscribed before me this 15th day of March 2010

Notary Public

NOTARIAL SEAL
JULIE A. NEEDHAM, Notary Public
Scranton, Lackawanna County
My Commission Expires June 15, 2010

Department of Defense Manpower Data Center Mar-24-2010 08:06:05

Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
PITTMAN	KARA	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL http://www.defenselink.mil/faq/pis/PC09SLDR.html. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:6UPD9HG6ET

Exhibit A

EDWIN A. ABRAHAMSEN
MICHAEL F. RATCHFORD
HEATHER K. WOODRUFF*
* ALSO A MEMBER OF FL BAR

THE LAW OFFICE OF
EDWIN A. ABRAHAMSEN & ASSOCIATES, PC
WWW.EAA-LAW.COM

November 6, 2009

KARA M. PITTMAN
70 MARY LN
Curwensville PA 16833

Re: Commonwealth Financial Systems, Inc v. KARA M. PITTMAN
CLEARFIELD County Civil Action No.:07-1567-CD
Our file No.: 07-00251/TS

Dear KARA M. PITTMAN:

Enclosed please find the Ten Day Notice of Intent to Take Default in regard to the above-noted matter. Please act accordingly.

If you have any questions or wish to discuss your outstanding account, please contact me at (570) 558-5510.

Edwin A. Abrahamsen & Associates,

Kevin J. Cummings, Esquire

Enclosure

This is a communication from a debt collector in an attempt to collect a debt. Any information will be used for that purpose.

120 N KEYSER AVE SCRANTON, PA 18504 (P) 570.558.5510 (F) 570.558.5511

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc	:	CIVIL ACTION
Plaintiff	:	
vs.	:	NO: 07-1567-CD
KARA M. PITTMAN	:	
Defendant	:	

TEN DAY NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT

To: KARA M. PITTMAN
70 MARY LN
Curwensville PA 16833

Date of Notice: November 6, 2009

IMPORTANT NOTICE PURSUANT TO PA.R.C.P. 237.1(a)(2)

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER AN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

MIDPENN LEGAL SERVICES
211 1/2 E LOCUST STREET
CLEARFIELD, PA 16830
814-765-9646

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc	:	CIVIL ACTION
Plaintiff	:	
vs.	:	
KARA M PITTMAN	:	NO: 07-1567-CD
Defendant	:	

CERIFICATE OF SERVICE

I, Kevin J. Cummings, Esquire, hereby certify that on November 6, 2009 I served a copy of the Ten Day Notice of Intent to Take Default in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

KARA M. PITTMAN
70 MARY LN
Curwensville PA 16833

Edwin A. Abrahamsen & Associates, P.C.

BY: _____

Edwin A. Abrahamsen & Associates, P.C.
Michael F. Ratchford, Esquire
Kevin J. Cummings, Esquire
Attorney I.D. Nos.: 86285/209660
120 N Keyser Avenue
Scranton, PA 18504
(570) 558-5510 Ex.113