

07-1973-CD
Unifund CCR vs Jami Shaginaw

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

: CIVIL ACTION

Plaintiff :

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801

Defendant :

: NO: 07-1973-CD

FILED Atty pd.
M 12 30 2007 85.00
DEC 03 2007
CC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

April 24, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS	:	
10625 Techwoods Circle	:	CIVIL ACTION
Cincinnati, OH 45242	:	
	Plaintiff	:
	:	
	vs.	:
	:	NO:
JAMI L SHAGINAW	:	
15 TOWER LN	:	
DU BOIS PA 15801	:	
	Defendant	:
	:	
	:	

COMPLAINT

Plaintiff, UNIFUND CCR PARTNERS , by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, UNIFUND CCR PARTNERS , (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
2. The Defendant JAMI L SHAGINAW (hereinafter "Defendant") is an adult individual residing at 15 TOWER LN DU BOIS PA 15801.

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 FIRST USA BANK NA with the account number 4417128684901976.

5. The within account was sold by FIRST USA BANK NA 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. Use of the FIRST USA BANK NA 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, Cardmember Agreement attached hereto as Exhibit "B.")

7. Defendant used the FIRST USA BANK NA credit card account number 4417128684901976, for purchases, cash advances and/or balance transfers.

8. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card. (See, Card Statements attached hereto as Exhibit "C.")

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

10. The account became delinquent on December 30, 2005.

11. The principal amount was \$22,490.85 at the time it was received by Plaintiff.

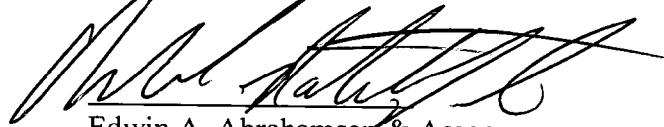
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6.

13. The total amount due and owing the Plaintiff including interest, is \$25,105.71.

14. 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 \$25,105.71 plus costs of suit, reasonable attorneys' fees of \$6,276.43 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

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

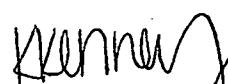
Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal knowledge, and that she is competent to testify to the matters stated herein.

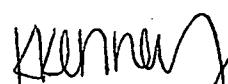
To the best of her knowledge the Defendant is not now in the Military Service as defined in the Soldier's and Sailor's Civil Relief Act of 1940 and amendments thereto.

There is due and payable from JAMI L SHAGINAW, Account Number 4417128684901976, the amount of \$24887.58.

This account was issued under the name of FIRST USA BANK NA and acquired from Chase Bank USA NA. Said account has been forwarded to Law Ofcs of Edwin A. Abrahamsen & A, as attorney for Plaintiff Unifund CCR Partners, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

 DATED this 10/07/2007

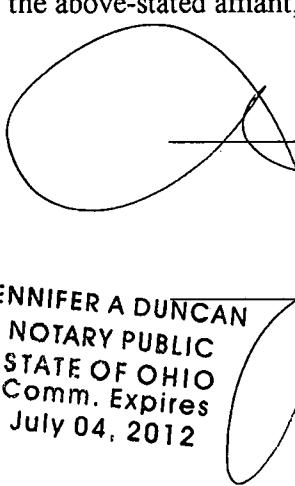
 UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 10/07/2007, before me, the subscriber, a Notary Public for the State/County aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.


NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 04, 2012

 Notary Public

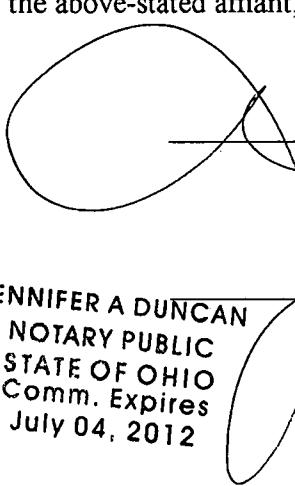
 My commission Expires

Exhibit A

CHASE

BILL OF SALE

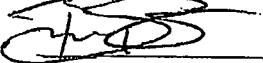
Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated April 1, 2007 between Seller and Unifund Portfolio A, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of June 13, 2007 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in **Exhibit 1** attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on June 19, 2007 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A.
ABA #021000021
Beneficiary Name: Chase Bank USA, N.A.
Beneficiary Account: #304-256420

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

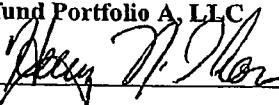
Chase Bank USA, N.A.

By: 

Date: June 14, 2007

Title Vice President

Unifund Portfolio A, LLC

By: 

Date: June 14, 2007

Title Director, Acquisitions

Exhibit B

Table of Interest Charges

<p>The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases and previous Billing Cycles Purchases (the "Standard Rate") is a variable rate. The Daily Periodic Rate will be calculated on the 2nd day (or if such day is not a business day, the next business day) of each month (a "Determination Date") and subject to the minimum rates identified below, (i) 1/5th of the sum of (i) the Prime Rate listed in the Money Rates section of The Wall Street Journal on the applicable Determination Date, plus (ii) as applicable, 4.99%, for Purchases and previous Billing Cycles Purchases and Determination Date, plus (iii) as applicable, 11.49% for Cash Advances. If more than one Prime Rate is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the higher of such rates. The Prime Rate is the base rate used in this Agreement as a pricing index to calculate an variable APR and does not necessarily represent the most favorable rate available to a borrower at any particular bank at any given time. If the Prime Rate index is no longer available in The Wall Street Journal, we will select a comparable index and notify you of the change. The new Daily Periodic Rate is calculated on a Determination Date, will be applied to your account (including existing balances) and used in the calculation of Periodic FINANCE CHARGES.</p>	
<p>The ANNUAL PERCENTAGE RATE, corresponding to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.</p>	
<p>The Daily Periodic Rate of Periodic FINANCE CHARGE and the corresponding ANNUAL PERCENTAGE RATE, determined on the applicable Determination Date, may increase or decrease monthly or as a result of an increase or decrease in the Prime Rate. There is no limitation on the amount of any increase or decrease, except that the minimum Daily Periodic Rate for Purchases and previous Billing Cycles Purchases is 0.035%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 1.35% and the minimum Daily Periodic Rate for Cash Advances is 0.054%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 1.95%. Any increase or decrease in the Daily Periodic Rate will cause a corresponding increase or decrease in the amounts of Periodic FINANCE CHARGE assessed and the Minimum Payment Due on your Account.</p>	
<p>As an example of the variable rate calculation, on December 29, 1999, the Daily Periodic Rate of Periodic FINANCE CHARGE for Purchases and previous Billing Cycles Purchases and Cash Advances determined in accordance with the foregoing formula would have been 0.0370% and 0.0504% respectively, and the corresponding ANNUAL PERCENTAGE RATE would have been 1.39% and 1.93% respectively.</p>	
<p>However, if you transferred a balance from another account when you opened this account, the Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Purchases and previous Billing Cycles Purchases and previous Billing Cycles following the opening of your Account (the "introductory Period") was a fixed rate of 0.039%, corresponding to an ANNUAL PERCENTAGE RATE of 2.90%. After the Standard Rate will apply.</p>	
<p>FOR ADJUSTED RATE PAYEE SEE "FINANCE CHARGES FOR LATE PAYMENT"</p>	
<p>Cash Advance</p>	
<p>FINANCE CHARGE</p>	
<p>3% of Cash Advance (with a minimum of \$10.00) 3% of Cash Advance (with a minimum of \$15.00)</p>	
<p>All Other Cash Advances</p>	
<p>Transaction</p>	
<p>FINANCE CHARGE</p>	
<p>3% of applicable transaction (with a minimum of \$5.00)</p>	
<p>Balances Transfer</p>	
<p>FINANCE CHARGE</p>	
<p>3% of applicable transaction (with a minimum of \$5.00) maximum of \$35.00</p>	
<p>Minimum FINANCE CHARGE (if any Finance Charge is payable for a monthly billing cycle)</p>	
<p>Annual Membership Fee</p>	
<p>Note</p>	
<p>Other Interest Charges</p>	
<p>Late Fee</p>	
<p>\$29.00</p>	
<p>Return Payment Fee</p>	
<p>\$29.00</p>	
<p>Return Convenience Check Fee</p>	
<p>\$29.00</p>	
<p>Overlimit Fee</p>	
<p>\$29.00</p>	
<p>Administrative Fees</p>	
<p>Duplicate of Merchant Sale Slip \$5.00</p>	
<p>Duplicate Copy of Monthly Billing Statement \$5.00</p>	
<p>Additional Credit Card (in excess of 2) \$5.00</p>	

Finance Charges for Late Payment: If you do not pay at least the Minimum Monthly Payment by the Payment Due Date one time during the introductory Period, the introductory Period will terminate and the Standard Rate described in the Table of Interest Charges will take effect as of the first day of the billing cycle following your late payment.

If you do not pay at least the Minimum Monthly Payment by the Payment Due Date two times during any 6 month period, the Daily Periodic Rate for an balance will change to an adjusted rate of 0.0630%, corresponding to an ANNUAL PERCENTAGE RATE of 22.95%. The 22.95% APR will take effect as of the first day of the billing cycle following your second late payment.

During any period when a promotional APR ("Promotional Period") is in effect, if you do not pay at least the Minimum Monthly Payment by the Payment Due Date one time during such period, the Promotional Period and promotional APR will terminate and the applicable APR as determined in the Table of Interest Charges will take effect.

Table of Interest Charges

Agreement



Exhibit C

ACCOUNT NUMBER	BALANCE AS OF 10/04/2007	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
4417128684901976	24,887.57	PAST DUE	24,887.57	\$

Make Checks Payable To Unifund

UNIFUND STATEMENT

JAMIL SHAGINAW
15 TOWER LN
DU BOIS PA 15801

MESSAGE FROM UNIFUND

YOUR ACCOUNT IS PAST DUE \$24,887.57. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY. IF YOU HAVE ALREADY SENT A PAYMENT FOR THE ABOVE AMOUNT, THANK YOU.

TRANSACTIONS:

Date	Transaction	Balance	Due	Payments	New Balance
10/04/2007	This Account Was Issued Under The Name Of FIRST USA BANK NA and Acquired From Chase Bank USA NA.	24,887.57	24,887.57	0	24,887.57

PROMPT CREDITING OF PAYMENTS. TO RECEIVE CREDIT FOR PAYMENTS AS OF THE DATE OF RECEIPT, WE MUST RECEIVE YOUR CHECK OR MONEY ORDER AT:

UNIFUND
10625 TECHWOODS CIRCLE
CINCINNATI, OH 45242

PAYMENTS RECEIVED AT THE ABOVE ADDRESS IN THE MANNER SPECIFIED AFTER THAT TIME WILL BE CREDITED TO YOUR ACCOUNT AS OF OUR NEXT BUSINESS DAY. THE CREDITING TO YOUR ACCOUNT OF PAYMENTS RECEIVED AT ANY LOCATION OTHER THAN THE ABOVE ADDRESS MAY BE DELAYED UP TO 5 DAYS OF RECEIPT.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. FEDERAL LAW REQUIRES US TO INFORM YOU THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$22,490.85	01/09/06	\$3,603.00	\$4,199.00

Amount Enclosed Make your check payable to Chase Card Services.

Exhibit C

CHASE

Jul 30 2007

441712868490197600419900022490850000000

07222 BEX Z 34905 D
JAMIL SHAGINAW
16 TOWER LANE
DU BOIS PA 15801-1165

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

15000160281 2218684901976511

CHASE

Statement Date: 11/16/05 - 12/15/05 CUSTOMER SERVICE
Payment Due Date: 01/09/06 In U.S. 1-800-945-2000
Minimum Payment Due: \$4,199.00 Espanol 1-888-446-3308
TDD 1-800-955-8060
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4417 1286 8490 1976

Previous Balance	\$21,905.22	Total Credit Line	\$33,600
Purchases, Cash, Debits	+\$39.00	Available Credit	\$11,009
Finance Charges	+\$546.63	Cash Access Line	\$16,750
New Balance	<u>\$22,490.85</u>	Available for Cash	<u>\$11,009</u>

P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 15153
Wilmington, DE 19886-5153

VISIT US AT:
www.chase.com/creditcards

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit Debit
12/11		LATE FEE	\$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	V .08217%	29.99%	\$22,174.76	\$546.63	\$0.00	\$546.63
Cash advances	V .08217%	29.99%	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges						<u>\$546.63</u>

Effective Annual Percentage Rate (APR): 29.99%

Please see reverse side for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Pay today, log on to
www.chase.com/creditcards
It's fast, secure, and free!

This Statement is a Facsimile - Not an original

X 0000001 FIS3335 D 9

000 N Z 15 05/12/15

Page 1 of 1

05686 MA MA 07222 34910000090000722201

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: _____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

Information About Your Account

Lost or Stolen Cards: Please report your lost or stolen card immediately by calling the Customer Service number found on the front of your statement. Advisors are always available to assist you. You can reach an Advisor by pressing 0 after you enter your account number.

Credit Card Payments: For payments by regular U.S. mail, send at least your minimum payment due to our local office. For payments shown on this statement, your minimum payment due is the amount shown on this statement, and must be made by check or money order payable to the institution on this statement, and must be made electronically through our automated telephone service, Customer Service advisors, or our web site. If you are in arrears with your payment instructions and in making your payment, you may do so at any time, but no later than 5 p.m. local time on the day you are due to pay. If you are in arrears with your payment instructions and in making your payment, you may do so at any day, except December 25 by 10:00 a.m. local time at our post office box designated for payments on this statement. We will credit the payment to your account as of the day if your payment is in accordance with our payment instructions. It is made available to us after 1:00 p.m. local time at our post office box designated for payments on this statement. We will credit it to your account as of the day if you do not follow our payment instructions or if you do not make payment by the date and time specified on this statement. If you make payments, crediting of your payment may be delayed for up to 5 days. Payments made electronically through our automated telephone service, Customer Service advisors, or our web site will be subject to any processing times disclosed for these payments.

Account Information Reported to Credit Bureaus: We may report information about your account to credit bureaus. Late payments, missed payments or other delinquencies on your account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to the Credit Bureau Service address listed on your billing statement.

Checks Collected Electronically: We reserve the right to electronically collect your eligible account payments. We will not charge a service fee for checks received by us which the check was drawn. Our receipt of your payment check is your authorization for us to collect the amount of the check electronically, or if needed by a draft drawn against the bank account. Checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original check will be destroyed and a copy will be maintained in our records.

Conditional Payment: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you do not include the minimum monthly payment amount, must be sent to Card Services, P.O. Box 15290, Wilmington, DE 19850-5290. We will not accept any payment of these payments (i.e., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the appropriate payment address.

Annual Renewal Notice: If your account has an annual fee, it will be billed each year or is monthly, as determined, whether or not you use your account, and you agree to pay it when due. The annual fee will be waived if you do not use your account for 12 consecutive months. Your account will be closed and the annual fee will be charged at the same time you pay your outstanding balance is full. Your payment of the annual fee does not affect our right to close your account and to limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges using the applicable periodic rate shown on this statement, referred to as "each feature" (e.g., balance transfer from a savings check and cash advance checks, future transactions, periodic balance transfers, cash advances, promotional balances or overnight advances). These calculations may combine different categories with the same daily periodic rates. If there is a "V" next to a periodic rate on this statement, that rate may vary, and the index and margin used to determine that rate and its corresponding APR are described in your Cardmember Agreement, as amended. There is a minimum finance charge in any billing cycle in which you make a purchase or cash advance, or in which a transaction is made for each balance transfer, cash advance, or check transaction. In the amounts stated in your Cardmember Agreement, as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, and any new transactions or other debts (including fees, unpaid finance charges and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle, in which they are posted to your account, or a later date of our choice (except that check transactions

are added as of the date deposited by the paper or a later date of our choice). Fees are added either on the date of a charged transaction, the date they are posted to your account, or the last day of the billing cycle. This gives us that day's daily balance. A credit balance is treated as a negative daily balance. If a daily balance is negative, we apply the daily balance by the daily periodic rate to get your specific finance charge for that day, and then add these periodic finance charges to your daily balance to get the beginning balance for the next day. (If more than one daily periodic rate could apply based on the average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day.) If this statement shows a previous cycle balance for purchases, we do the same thing for each previous cycle balance to get the daily balance for purchases in the previous billing cycle. However, the daily balance for previous billing cycle purchases is considered to be zero for each day of the previous billing cycle if a periodic finance charge was already added on purchases finalized on your previous statement or we received payment of your New Balance on your previous statement in full by the date and time your payment was due.

To get your total periodic finance charge for a billing cycle when a daily periodic rate(s) applies, we add all of your periodic finance charges for all features. To determine an average daily balance, we add your daily beginning and ending balance for each feature by the applicable daily periodic rate, and then multiply each of these results by the number of days in the applicable billing cycle(s), and then add all of the results together; the total will also equal the periodic finance charges for the billing cycle, except for minor variations due to rounding. To get your total periodic finance charge for a billing cycle when a monthly periodic rate applies, multiply the average daily balance for each feature by the applicable monthly periodic rate and then the results together. The total will equal the periodic finance charge for the billing cycle, except for minor variations due to rounding.

Grace Period: At least 20 days (not including weekends or holidays) from the date of a transaction for which you have not yet paid, we will not charge a finance charge or finance charge from the date it is added to your daily balance until payment is due. We receive your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive both payment of your New Balance on your current statement by the date and time your payment is due and also payment of your New Balance on your previous statement by the date and time your payment was due. There is no grace period for balance transfers, cash advances, check transactions or overnight advances.

Grace Period for Qualifying Promotional Balances: You will not incur periodic finance charges on qualifying promotional balances if you make a minimum payment by the specified application date. To avoid finance charges on new purchases when your New Balance includes a qualifying promotional balance, pay your New Balance minus your total qualifying promotional balances by the date and time your payment is due. However, if your statement shows a minimum payment is due, we must receive at least that minimum payment by the date and time specified on your statement, even if your only balance consists of qualifying promotional balances.

BILLING RIGHTS SUMMARY

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 Customer Service on a separate sheet at P.O. Box 15290, Wilmington, DE 19850-5299 as soon as possible. We must hear from you within 60 days after it is 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 items you are unsure about.

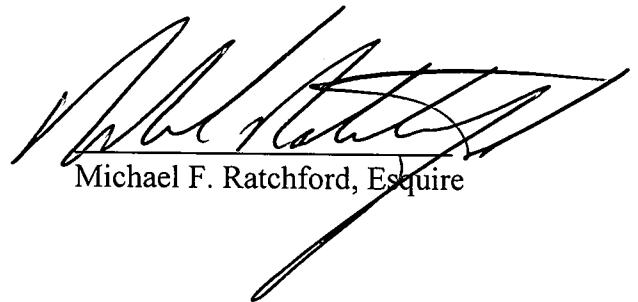
You do not have to pay any amount in question while we are investigating, but you are still obliged to pay the rest of your bill that are not in question. While we investigate your complaint, we will not report it to the credit bureaus. If you have a problem with your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter or call (using the Customer Service address or telephone number shown on the statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services you purchased on a credit card (excluding a cash advance or a check), and you have tried to make a claim with the merchant, and the merchant has failed to pay the remaining amount due on the goods or services. You have to be protected only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if you own or operate the merchant, or if we mailed you the advertisement for the property or services.

MA071005

VERIFICATION

I, Michael F. Ratchford, attorney for Plaintiff, UNIFUND CCR PARTNERS, 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.



A handwritten signature in black ink, appearing to read "Michael F. Ratchford". The signature is fluid and cursive, with a diagonal line drawn through it for emphasis.

Michael F. Ratchford, Esquire

Unifund CCR Partners
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

: NO: 07-1973-CD

JAMI L SHAGINAW
701 Grant Street
Reynoldsville PA 15851

Defendant : Praecipe to Reinstate Civil Complaint

To the Prothonotary of CLEARFIELD County Pennsylvania:

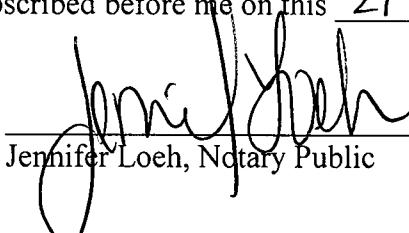
Please enter the above Praecipe to Reinstate the Civil Complaint.

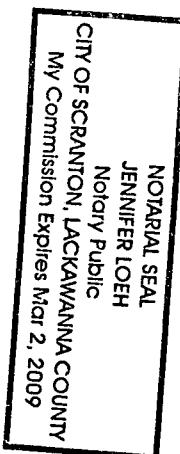
Thank you,


Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
Lawyer ID # 86285

pd \$7.00 Atty
FILED acc to Atty
M/10:35 am APR 24 2008
1 reinstated complaint
to Shaf.
William A. Shaw
Prothonotary/Clerk of Courts

Sworn and subscribed before me on this 21 day of April 20 08


Jennifer Loeh, Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103503
NO: 07-1973-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: UNIFUND CCR PARTNERS
vs.
DEFENDANT: JAMI SHAGINAW

SHERIFF RETURN

NOW, January 02, 2008 AT 2:30 PM SERVED THE WITHIN COMPLAINT ON JAMI L. SHAGINAW DEFENDANT AT 15 TOWER LN, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NICK SHAGINAW, FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	4799	10.00
SHERIFF HAWKINS	ABAHAMSEN	4799	74.05

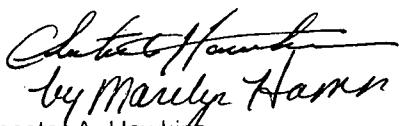
FILED
03:05 LM
APR 25 2008


William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104084
NO: 07-1973-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: UNIFUND CCR PARTNERS
vs.
DEFENDANT: JAMI L. SHAGINAW

SHERIFF RETURN

NOW, April 29, 2008, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JAMI L. SHAGINAW.

NOW, May 05, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON JAMI L. SHAGINAW, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED

03-21-08
AUG 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104084
NO: 07-1973-CD
SERVICES 1
COMPLAINT

PLAINTIFF: UNIFUND CCR PARTNERS
vs.
DEFENDANT: JAMI L. SHAGINAW

SHERIFF RETURN

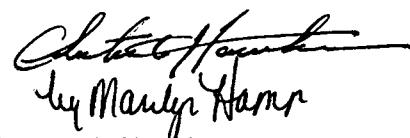
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	009088	10.00
SHERIFF HAWKINS	ABRAHAMSEN	009088	12.00
JEFFERSON CO.	ABRAHAMSEN	009089	38.22

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

No. 07-1973 C.D.

Now, May 5, 2008 I return the Notice and Complaint for JAMI L. SHAGINAW, Defendant, to the Clearfield County Sheriff's Office marked "not found; defendant is supposedly living in DuBois, Clearfield County and more possibly located on Water Tower Road, DuBois".

Advance Costs Received: \$125.00
My Costs: 36.22 Paid
Prothy: 2.00
Total Costs: 38.22
REFUNDED: \$ 86.78

So Answers,

Sworn and subscribed
to before me this 12th May 2008
day of May 2008
Year 2008
My Commission Expires the
1st Monday January 2010

Carl J. Gotwald Sr
Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

10625 Techwoods Circle
Cincinnati, OH 45242

: CIVIL ACTION
Plaintiff :

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801

Defendant :

: NO: 07-1973-CD

FILED
DEC 6 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

April 27, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *Willie Shaw*

Deputy Prothonotary

007-0445

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS :
10625 Techwoods Circle : CIVIL ACTION
Cincinnati, OH 45242 :

Plaintiff :
:
:
:
vs. :
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:
:

JAMIL SHAGINAW :
15 TOWER LN :
DU BOIS PA 15801 :

Defendant :
:
:
:

COMPLAINT

Plaintiff, UNIFUND CCR PARTNERS , by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, UNIFUND CCR PARTNERS , (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
2. The Defendant JAMIL SHAGINAW (hereinafter "Defendant") is an adult individual residing at 15 TOWER LN DU BOIS PA 15801.

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 FIRST USA BANK NA with the account number 4417128684901976.

5. The within account was sold by FIRST USA BANK NA 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. Use of the FIRST USA BANK NA 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, Cardmember Agreement attached hereto as Exhibit "B.")

7. Defendant used the FIRST USA BANK NA credit card account number 4417128684901976, for purchases, cash advances and/or balance transfers.

8. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card. (See, Card Statements attached hereto as Exhibit "C.")

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

10. The account became delinquent on December 30, 2005.

11. The principal amount was \$22,490.85 at the time it was received by Plaintiff.

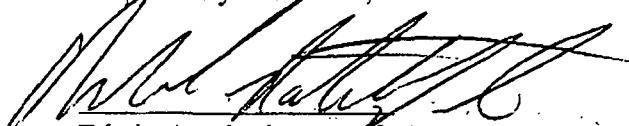
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6%.

13. The total amount due and owing the Plaintiff including interest, is \$25,105.71.

14. 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 \$25,105.71 plus costs of suit, reasonable attorneys' fees of \$6,276.43 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

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

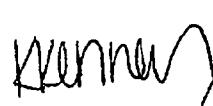
Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal knowledge, and that she is competent to testify to the matters stated herein.

To the best of her knowledge the Defendant is not now in the Military Service as defined in the Soldier's and Sailor's Civil Relief Act of 1940 and amendments thereto.

There is due and payable from JAMI L SHAGINAW, Account Number 4417128684901976, the amount of \$24887.58.

This account was issued under the name of FIRST USA BANK NA and acquired from Chase Bank USA NA. Said account has been forwarded to Law Ofcs of Edwin A. Abrahamsen & A, as attorney for Plaintiff Unifund CCR Partners, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

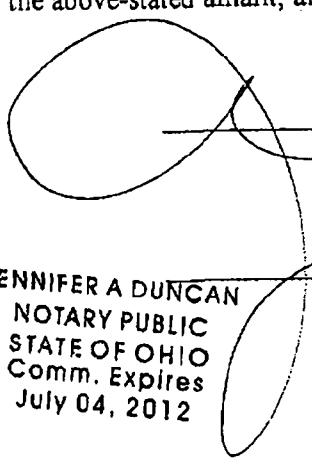
 DATED this 10/07/2007

UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 10/07/2007, before me, the subscriber, a Notary Public for the State/County aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

 Notary Public

My commission Expires



JENNIFER A DUNCAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
July 04, 2012

Exhibit A

CHASE

BILL OF SALE

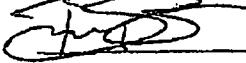
Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated April 1, 2007 between Seller and Unifund Portfolio A, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of June 13, 2007 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on June 19, 2007 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A.
ABA #021000021
Beneficiary Name: Chase Bank USA, N.A.
Beneficiary Account: #304-256420

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

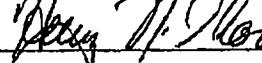
Chase Bank USA, N.A.

By: 

Date: June 14, 2007

Title: Vice President

Unifund Portfolio A, LLC

By: 

Date: June 14, 2007

Title: Director, Acquisitions

Exhibit B

1102

Annual Insurance Statistics

We may share information related to or derived from transactions and/or information held by our affiliated BANK ONTARIO and its affiliated companies. Payment by the Payment Due On time during each period of the promotional APR will entitle you to the applicable APR as determined in the promotional APR self-terminating rate and the corresponding ANNUAL PERCENTAGE RATES are increased subsequently as your monthly payment date on which it is determined that (1) is your first one (2) is your last one (3) during each period preceding such a current date (4) your account was converted during the promotional period preceding such a current date. Accruals will be subject to a subsequent increase should future payments be made in section.

Cardmenea

Minimum FINANCE CHARGE. (If any Finance Charge is payable for a monthly billing cycle)	
Annual Membership Fee	None
Other Interest Charges:	
Late Fee	\$25.00
Return Payment Fee	\$25.00
Return Convenience Check Fee	\$25.00
Overnight Fee	\$25.00
Administrative Fees:	
Duplicate or Reprint Check Slip	\$5.00
Duplicate Copy of Monthly Billing Statement	\$5.00
Additional Credit Card (in excess of 2)	\$5.00

Interest Charges for Late Payment: If you do not pay at least the Minimum Monthly Payment by the Due Date, and during the introductory period, the Introductory Period will terminate.

If you do not pay at least the Minimum Monthly Payment by the Payment Due Date, the rates during my 5 month period, the Daily Periodic Rate for all balances will change to an adjusted rate of 0.065%, corresponding to an **DAILY PERCENTAGE RATE** of 22.95%. The 22.95% APR will take effect as of the first day of the billing cycle following your second due payment.

Cardmember Agreement

your previous statement by the Payment Due Date or a **Partial FINANCE CHARGE** was already imposed on the particular statement by the previous statement.

If we "Spred" or promotional periods, we often in effect run time to time, will separately identify them on your monthly statement and separately disclose on your monthly statement the balance to which the same statement applies. These **Spred** balances and the related **Partial FINANCE CHARGE** will be recalculated in the same manner as described above for current or previous period statements as applicable.

We further advise you of the **Finance Charge** on your Account by adding a separate **Cost Advance FINANCE CHARGE** for each Cash Advance which is obtained. The amount of the **Cost Advance FINANCE CHARGE** is set in the Table of Interest Charges.

If you use a **Cash Advance** of Account to do a **Balance Transfer**, purchase money orders, wire transfers, money orders, cashier's checks or bank cashier's personal checks or foreign currency other than in U.S. funds, or if you use **Convenience Check**, we will charge a **Universal Transaction FINANCE CHARGE** for each **Balance Transfer**, **Purchase** or **Convenience Check** as the amount listed in the Table of Interest Charges.

The **real finance charge** on your account for a **partial finance charge** will be the sum of the **Partial FINANCE CHARGES** plus any **Universal FINANCE CHARGES** set by Transaction **FINANCE CHARGES**.

The Agreement provides for compensation of **Finance Charges** (hereinafter).

"We" means American National Credit Co., Inc.

For your own protection, we would like to advise you that the information contained in this document is confidential and is intended for your personal use only. It is not to be reproduced, distributed, or disclosed to any third party without our prior written consent. If you have received this document in error, please return it to us at the address shown on the cover page. If you have any questions or concerns regarding the information contained in this document, please contact us at the address shown on the cover page.

With our new **Cardholders Check** you can now make purchases at **any** merchant who accepts the Card. You'll never have to change your credit line. Use of a **Convenience Purchase** will change to your account.

Customer Agreement or under any other review agreement, as may be in effect from time to time, on our website.

science check, or without or administrative fee we will be denied to your account, and
will be liable to deduction. Cause I believe otherwise prohibited by applicable law, your account will be in default and
we may demand immediate payment of the entire amount you owe us without giving you prior notice. (2) You will not make
any monthly, we do not receive a year. Maximum Monthly Payment by the Payment Due Date. (3) We will not charge you
any fees or charges in excess of your Credit Limit. (4) We will not charge you for any fees or charges in excess of your Credit Limit.

Minimum Monthly Payment and the Payment Due Date
Minimum Monthly Payment: (the "New Balance" shown on your monthly statement) is less than \$10.00, we will require a minimum monthly payment of \$10.00. Otherwise, the Minimum Monthly Payment (the "New Balance Due Date") is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance or (2) \$10.00, whichever is greater, plus the amount of interest, fees, and other charges due.

We calculate the "Balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. We will add a **Penalty FINANCE CHARGE** to the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a **Penalty FINANCE CHARGE** on current or previous Purchases if you paid your **New Balance** in full by the Payment Due Date on or before the day we receive payment in full, and you carry over your **New Balance** in full.

Purchases. The sum of these daily Contributions is due by the later of the Transaction date or the beginning of the month in which they are paid to your Account (except that Contribution Checks always are included in the month in which they are paid to your Account).

Partners (including fees that are earned as a partner) and as a credit or credit. This is the separate daily balance for Partners and Client Resources.

2. **Previous Open Partners.** We carry with the outstanding balance at the beginning of the previous bill cycle. We take the beginning balance of Partners on your account each day during that billing cycle, and add any fees, Client Resources, and subtract any payments or credits. This gives us an ending balance for Partners (including fees that are earned as a partner) and a new balance for previous billing bill partners. However, the daily balance for previous open partners is not carried over to the New Balance.

FIRST USA

Exhibit C

1300

ACCOUNT NUMBER	BALANCE AS OF 10/04/2007	PAST DUE	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
4417128664901976	24,887.57			24,887.57	\$

Make Checks Payable To Unifund

UNIFUND STATEMENT

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801

MESSAGE FROM UNIFUND

YOUR ACCOUNT IS PAST DUE \$24,887.57. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REBMIT IMMEDIATELY. IF YOU HAVE ALREADY SENT A PAYMENT FOR THE ABOVE AMOUNT, THANK YOU.

TRANSACTIONS:

Date	Transaction	Balance	Due	Payments	New Balance
10/04/2007	This Account Was Issued Under The Name Of FIRST USA BANK NA and Acquired From Chase Bank USA NA.	24,887.57	24,887.57	0	24,887.57

PROMPT CREDITING OF PAYMENTS. TO RECEIVE CREDIT FOR PAYMENTS AS OF THE DATE OF RECEIPT, WE MUST RECEIVE YOUR CHECK OR MONEY ORDER AT:

UNIFUND
10625 TECHWOODS CIRCLE
CINCINNATI, OH 45242

PAYMENTS RECEIVED AT THE ABOVE ADDRESS IN THE MANNER SPECIFIED AFTER THAT TIME WILL BE CREDITED TO YOUR ACCOUNT AS OF OUR NEXT BUSINESS DAY. THE CREDITING TO YOUR ACCOUNT OF PAYMENTS RECEIVED AT ANY LOCATION OTHER THAN THE ABOVE ADDRESS MAY BE DELAYED UP TO 5 DAYS OF RECEIPT.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. FEDERAL LAW REQUIRES US TO INFORM YOU THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Amount Enclosed \$. Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

Jul 30 2007

Exhibit C

4417128684901976004199000224908500000000

07222 BX 2 84206 D
JAMI L SHAGINAW
16 TOWER LANE
DU BOIS PA 15801-1156

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19888-5153

16:5000160285 2218684901976510

CHASE

Statement Date: 11/16/05 - 12/15/05 **CUSTOMER SERVICE**
Payment Due Date: 01/09/06 **U.S.** 1-800-948-2000
Minimum Payment Due: \$4,189.00 **Español** 1-888-448-3306
 TDD 1-800-955-8050
 Outside U.S. cell collect 1-302-594-8200

VISA ACCOUNT SUMMARY

VISA ACCOUNT SUMMARY		Account Number: 4417 1266 8480 1976	ACCOUNT INQUIRIES
Previous Balance	\$21,905.22	Total Credit Line	\$39,500
Purchases, Cash, Dabia	+\$39.00	Available Credit	\$11,009
Finance Charges	+\$546.83	Cash Access Line	\$16,750
New Balance	<u>\$22,490.05</u>	Available for Cash	\$11,009

ACCOUNT INQUIRIES

P.O. Box 15298
Wilmington, DE 19850-5298

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit
			Debit
12/11	LATE FEE		\$39.00

FINANCE CHARGES

Effective Annual Percentage Rate (APR): 29.9%
Please see reverse side for balance computation method, grace period, and other important information.
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees
such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Pay today, log on to
www.chase.com/creditcards
It's fast, secure, and free!

This Statement Is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: ... -

Zip: _____

Home Phone: _____

Work Phone: — —

E-mail Address: —

Informatics Research Activities

Grace Period (at least 28 days): We assume perfect price charges on a transaction, let's say you buy a product for \$100 and it costs \$100 to produce. After 28 days, you sell it for \$120. The profit is \$20.

Once Period is Overlapping Preexisting Balance You will not incur preexisting charges on a qualifying preexisting balance if you pay that balance in full by the specified date. If you do not pay the preexisting balance in full by the specified date, you will incur charges on the preexisting balance.

Changes will be reflected in our records.

Conditions I Pay my bill, segment credit or other form of payment at the time you and I agree that the bill is due. I will not be entitled to a discount or a reduction in the amount of the bill or to a reduction in the bill if a discount amount is used to meet a Card Services, P.O. Box 15045, Ft. Lauderdale, FL 33315-0450. We reserves all other rights regarding the payment of my account.

These expenses are: (a) if it is determined that an oil deposit exists or (b) even though a check is received in any other otherwise, we may assess the deposit and you will be sent every notice of assessment and you will be given the opportunity to pay the amount assessed or (c) if you do not pay the amount assessed. All other expenses that you might incur will be sent to the appropriate payment processor/bank.

RENTAL RATES/TERM/PART

We draw or write or on other lines about your B3: If you think your bill is wrong, or if you want to make a statement about a transaction on your bill, write Communicate Set to the appropriate payment processor/bank. We greatly appreciate your cooperation.

Annual Renewal Notice: If you choose to be charged for, it will be billed each year or in monthly installments, whether or not you use your account, and you agree to pay it when billed. The account is non-transferable unless you notify us that you wish to close your account.

Le your bank give us the following information:

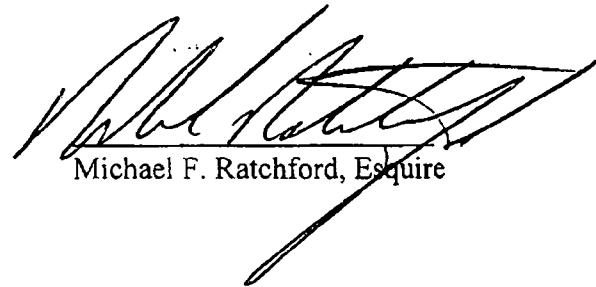
- Your name and account number.
- The date and name of the suspected error.
- Describe the error and mistake. If you can, show us how there is a mistake. If you have any questions, call us at 1-800-555-1234.

They believe of Finance Chapter 10's concepts periodic interest charges, using the applicable corporate rate, chosen as the discount, amount to $100(10\%)^2 = 10$, where more information, check the file you are working about 4.

100

VERIFICATION

I, Michael F. Ratchford, attorney for Plaintiff, UNIFUND CCR PARTNERS, 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, Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

:

:

CIVIL DIVISION

Plaintiff

vs.

JAMI L SHAGINAW

Defendant

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NO: 07-1973-CD

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

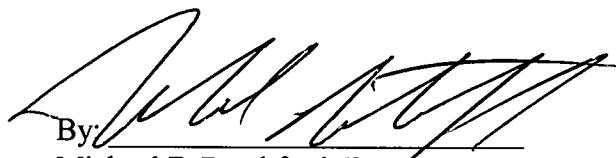
UNIFUND CCR PARTNERS :
:
Plaintiff :
: CIVIL DIVISION
:
vs. :
: NO: 07-1973-CD
JAMI L SHAGINAW :
:
Defendant :
:
:
:
:

CERIFICATE OF SERVICE

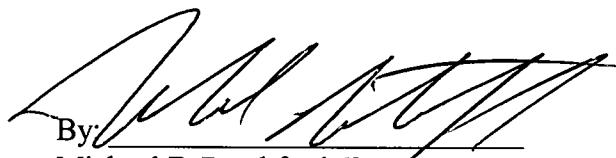
I, Michael F. Ratchford, Esquire, hereby certify that on the date indicated below, I served a copy of the Praeclipe for Entry of Default Judgment in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

JAMI L SHAGINAW
701 Grant Street
Reynoldsville PA 15851

Edwin A. Abrahamsen & Associates, P.C.



Date: August 6, 2008

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

UNIFUND CCR PARTNERS

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW

Defendant : NO: 07-1973-CD

NOTICE OF FILING JUDGMENT

Notice is hereby given that a money judgment in the above-captioned matter has been entered
against you in the amount of \$ 25,105.71 on August 8, 2008.

By: Willie Shan GK

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

Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505
Telephone: (570)-558-5510

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

UNIFUND CCR PARTNERS

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW

Defendant : NO: 07-1973-CD

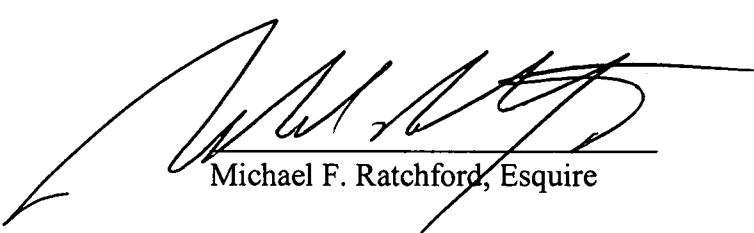
Defendant : AFFIDAVIT UNDER SOLDIERS AND SAILORS
RELIEF CIVIL RELIEF ACT OF 1940 AS
AMENDED

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): JAMI L SHAGINAW; 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;

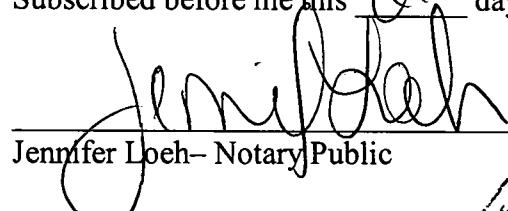
That the defendant(s): JAMI L SHAGINAW; is(are) older than eighteen years of age;

That the employment status of the defendant(s): JAMI L SHAGINAW; is(are) unknown.

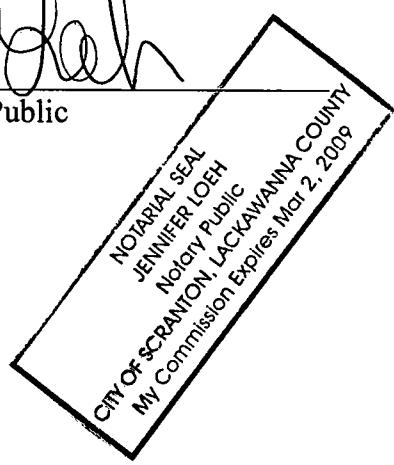


Michael F. Ratchford, Esquire

Subscribed before me this 10th day of August 2008



Jennifer Loeh- Notary Public





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

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

June 13, 2008

JAMI L SHAGINAW
701 Grant Street
Reynoldsville PA 15851

Re: UNIFUND CCR PARTNERS v. JAMI L SHAGINAW
CLEARFIELD County Civil Action No.:07-1973-CD
Our file No.: U07-0445

Dear JAMI L SHAGINAW :

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,

Michael F. Ratchford, 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.

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

UNIFUND CCR PARTNERS :
Plaintiff : CIVIL ACTION
vs. :
JAMI L SHAGINAW : NO: 07-1973-CD
Defendant :
:

TEN DAY NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT

To: JAMI L SHAGINAW
701 Grant Street
Reynoldsville PA 15851

Date of Notice: June 13, 2008

IMPORTANT NOTICE PURSUANT TO P.A.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.

Jefferson County Sheriffs
200 Main St.
Brookville, PA 15825

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS :
Plaintiff : CIVIL ACTION
vs. :
JAMI L SHAGINAW : NO: 07-1973-CD
Defendant :
:

CERIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on June 13, 2008 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:

JAMI L SHAGINAW
701 Grant Street
Reynoldsville PA 15851

Edwin A. Abrahamsen & Associates, P.C.

BY: 
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
1729 Pittston Avenue
Scranton, PA 18505
(570) 558-5510

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

Unifund CCR Partners
Plaintiff

No.: 2007-01973-CD

COPY

Real Debt: \$25,105.71

Atty's Comm: \$

Vs.

Costs: \$

Jami L. Shaginaw
Defendant

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: 8th Day of August, 2008

Expires: 8th day of August, 2013

Certified from the record this 8th Day of August, 2008



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

PRAECIPE FOR WRIT OF EXECUTION – (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Unifund CCR Partners : In the Court of Common Pleas of
10625 Techwoods Circle : CLEARFIELD County, Pennsylvania
Cincinnati, OH 45242 : Civil Division

Plaintiff :
vs. :
: NO: 07-1973-CD

JAMI L SHAGINAW :
15 TOWER LN :
DU BOIS PA 15801-1155 :
Defendant :
vs. :
: PRAECIPE FOR WRIT OF EXECUTION AND
TIMBERLAND FCU :
821 BEAVER DR :
DU BOIS PA :
Garnishee :
: ATTACHMENT
: (MONEY JUDGMENT)

To the Prothonotary: **TO SATISFY THE JUDGMENT, ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER**

- (1) Directed to the Sheriff of **CLEARFIELD** County, Pennsylvania;
- (2) Against: **JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155**
- (3) And against: **TIMBERLAND FCU 821 BEAVER DR DU BOIS PA**
- (4) and index this writ (a) against

Defendant(s) (b) against

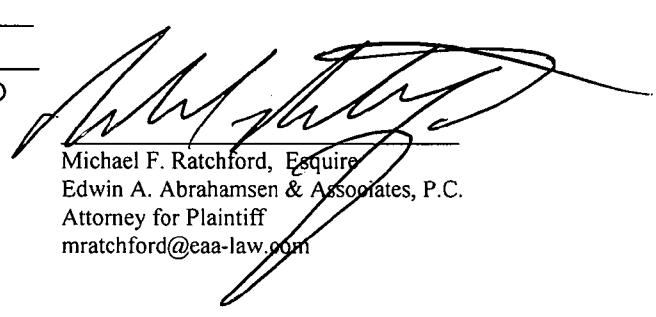
Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s), any and all accounts of the defendant(s), in the possession of Garnishee, including but not limited to savings account balances; checking account balances; Certificates of Deposit; Money Market Accounts; contents of Safety Deposit Boxes. Defendant's SSN(s): **183-54-5726** ;

(5)	Judgment Amount	<u>\$25,105.71</u>
	Interest	<u>\$1531.10</u>
	Clerks Fee	<u>\$23.00</u>
	Sheriff	<u>\$150.00</u>
	Poundage	<u>\$</u>
	Total	<u>\$ 112.00</u>

Add'l Prothonotary costs

Date: December 8, 2008


Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
Attorney for Plaintiff
mratchford@eaa-law.com

FILED Atty pd.
23.00
12/10/2008 2CC & Lowwits
to Sheriff
DEC 10 2008
William A. Shaw
Prothonotary/Clerk of Courts
6W

Rules of Civil Procedure 3101 to 3149

Unifund CCR Partners 10625 Techwoods Circle Cincinnati, OH 45242	Plaintiff	In the Court of Common Pleas of CLEARFIELD County, Pennsylvania Civil Division
vs.		
JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155		NO: <u>07-1973-CD</u>
	Defendant	
vs.		WRIT OF EXECUTION (Money Judgment)
TIMBERLAND FCU 821 BEAVER DR DU BOIS PA	Garnishee	

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. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or rights.

If you have claimed an exemption, you should do the following promptly: (1) fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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.

Name

Address

Telephone Number

Writ of Execution – (Money Judgments)
PA RCP 3101 to 3149

Unifund CCR Partners
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMIL SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant : NO: 07-1973-CD
vs. : WRIT OF EXECUTION AND ATTACHMENT
: (MONEY JUDGMENT)

TIMBERLAND FCU
821 BEAVER DR
DU BOIS PA

Garnishee :

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, School books, sewing machines, uniforms and equipment
3. Most wages and unemployment benefits
4. Social Security Benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law.

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF
CLEARFIELD COUNTY:

WRIT OF EXECUTION – CLAIM FOR EXEMPTION

To the Sheriff of CLEARFIELD County, Pennsylvania:

I, the 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 \$300.00 statutory 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 for exemption)

(2) From my property which is in the possession of a third party, I claim the following exemptions:
a. My statutory exemption: [] in cash; [] in kind (specify

property): _____

b. Social Security Benefits on deposit in the amount of

\$ _____.

c. Other (specify amount and basis of exemption) \$ _____

I request a court hearing to determine the exemption. Notice of hearing should be given to me at:

(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 THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY

WRIT OF EXECUTION – (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Unifund CCR Partners : In the Court of Common Pleas of
10625 Techwoods Circle : CLEARFIELD County, Pennsylvania
Cincinnati, OH 45242 : Civil Division

Plaintiff :
vs. :
JAMI L SHAGINAW : NO: 07-1973-CD
15 TOWER LN :
DU BOIS PA 15801-1155 :
Defendant : WRIT OF EXECUTION AND ATTACHMENT
vs. :
TIMBERLAND FCU :
821 BEAVER DR : (MONEY JUDGMENT)
DU BOIS PA :
Garnishee :
:

Commonwealth of Pennsylvania, County of **CLEARFIELD**
TO THE SHERIFF OF **CLEARFIELD** County, Pennsylvania:

To satisfy the judgment, interest and costs against :
JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155

You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;
15 TOWER LN DU BOIS PA 15801-1155

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 183-54-5726

(1) You are also directed to attach the property of the defendant not levied upon in the possession of **TIMBERLAND FCU** Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Date: _____

(seal)

Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
1729 Pittston Avenue
Scranton, PA 18505
570-558-5510
mratchford@eaa-law.com

Judgment Amount	\$25,105.71
Interest	\$1531.10
Clerks Fee	\$23.00
Sheriff	\$150.00
Poundage	\$
Total	\$

Willie L. Larson Add Prothonotary costs 112.00

Willie L. Larson Clerk of Judicial Records 12/10/08

Sheriff / Deputy

Unifund CCR Partners
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff

In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

NO: 07-1973-CD

vs.

TIMBERLAND FCU
821 BEAVER DR
DU BOIS PA

Garnishee

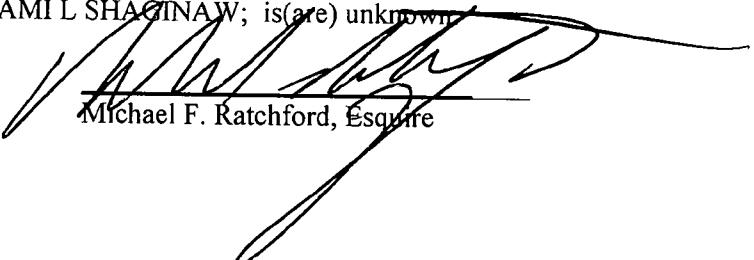
AFFIDAVIT UNDER SOLDIERS AND SAILORS
RELIEF CIVIL RELIEF ACT OF 1940 AS
AMENDED

State of Pennsylvania
County of CLEARFIELD SS:

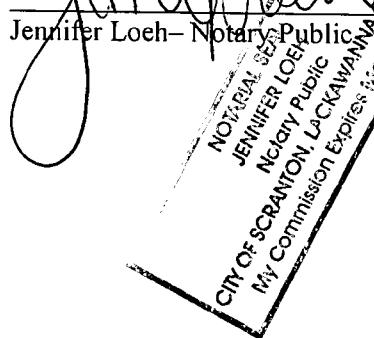
Michael F. Ratchford, Esquire being duly sworn according to law deposes and says that the above named defendant(s): JAMI L SHAGINAW; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

That the defendant(s): JAMI L SHAGINAW; is(are) older than eighteen years of age;

That the employment status of the defendant(s): JAMI L SHAGINAW; is(are) unknown


Michael F. Ratchford, Esquire

Subscribed before me this 24 day of DEC 20 08



FILED ^{2CC}
m 10 15 08
DEC 10 2008
(61)

5
William A. Shaw
Prothonotary/Clerk of Courts

Unifund CCR Partners
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff

In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

FILED *mtj 12/10/2008* JCC Sheriff
DEC 10 2008 *GL*
William A. Shaw
Prothonotary/Clerk of Courts

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

NO: 07-1973-CD

vs.

TIMBERLAND FCU
821 BEAVER DR
DU BOIS PA

Garnishee

INTERROGATORIES IN ATTACHMENT

RE: Execution of Judgment against your depositor JAMI L SHAGINAW SSN # 183-54-5726

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property.

- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank accounts(s) identified in Interrogatory #1?

- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain fund derived solely from social security funds and/or disability funds?

- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?

- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) At the time you were served or at any subsequent time did the Defendant(s) account contain funds deposited electronically on a recurring basis and which are identified as being exempt from execution, levy or attachment. If so, state the reason for the exemption, the amount being withheld and the entity electronically depositing those funds on a recurring basis.
- 9) At the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. Section 8123? If so, identify each account.
- 9) Identify every other account (not previously noted) titled in the name of the Defendant(s) in which you believe the Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 10) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Edwin A. Abrahamsen & Associates, P.C.


By _____

Michael F. Ratchford, Esquire
1729 Pittston Avenue
Scranton, PA 18505
(570) 558-5510

Unifund CCR Partners
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff

In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

NO: 07-1973-CD

vs.

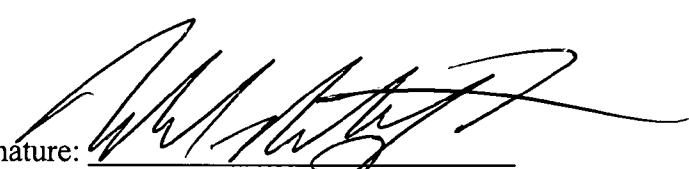
TIMBERLAND FCU
821 BEAVER DR
DU BOIS PA

Garnishee

Praeclipe for Entry of Appearance

Kindly enter my appearance on behalf of Unifund CCR Partners in the above-captioned matter.

Date: December 8, 2008

Signature: 

Print Name: Michael F. Ratchford, Esquire

Address: 1729 Pittston Avenue
Scranton, PA 18505

Telephone No: (570) 858-5510 Ext. 120

Supreme Court ID No: 86285

FILED NOCC
M 12/11/08
DEC 10 2008 GIO
L

William A. Shaw
Prothonotary/Clerk of Courts

UNIFUND CCR PARTNERS	:	
10625 Techwoods Circle	:	In the Court of Common Pleas of
Cincinnati, OH 45242	:	CLEARFIELD County, Pennsylvania
	Plaintiff	Civil Division
	:	
vs.	:	
	:	
JAMI L SHAGINAW	:	
15 TOWER LN	:	NO: <u>07-1973-CD</u>
DU BOIS PA 15801-1155	:	
	Defendant	
	:	
vs.	:	
	:	
MEMBERS CHOICE PA-FCU	:	
191 BEAVER DR	:	
DU BOIS PA 15801	:	
	Garnishee	
	:	
	:	

Praeclipe for Entry of Appearance

Kindly enter my appearance on behalf of UNIFUND CCR PARTNERS in the above-captioned matter.

Date: July 28, 2010

Signature: Michael F. Ratchford Esquire
Print Name: Michael F. Ratchford Esquire
Address: 120 North Keyser Avenue
Scranton, PA 18504
Telephone No: (570) 558-5510 Ext. 101
Supreme Court ID No: 86285

FILED NO
MAY 10 2010 cc
APR 26 2010 (0)

William A. Shaw
Prostrectary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION – (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

vs.

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee

NO: 07-1973-CD

PRAECIPE FOR WRIT OF EXECUTION AND
ATTACHMENT

(MONEY JUDGMENT)

FILED
MTI 05/26/11 AUG 26 2010
William A. Shaw
Prothonotary/Clerk of Courts
to Sheriff

(60)

To the Prothonotary: **TO SATISFY THE JUDGMENT, ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER**

- (1) Directed to the Sheriff of **CLEARFIELD** County, Pennsylvania;
- (2) Against: **JAMI L SHAGINAW**
- (3) And against: **MEMBERS CHOICE PA-FCU 191 BEAVER DR DU BOIS PA 15801**
- (4) and index this writ (a) against

Defendant(s) (b) against

Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s), **any and all accounts of the defendant(s), in the possession of Garnishee, including but not limited to savings account balances; checking account balances; Certificates of Deposit; Money Market Accounts; contents of Safety Deposit Boxes. Defendant's SSN(s): 183-54-5726**;

(5)	Judgment Amount	<u>\$25,105.71</u>
	Interest	<u>\$3,994.90</u>
	Clerks Fee	<u>\$</u>
	Sheriff	<u>\$</u>
	Poundage	<u>\$</u>
	Total	<u>\$</u>

Prothonotary costs

155.00

Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
Attorney for Plaintiff
mratchford@eaa-law.com

Date: July 28, 2010

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff

In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

NO: 07-1973-CD

vs.

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee

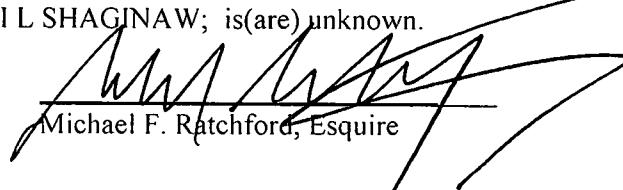
AFFIDAVIT UNDER SOLDIERS AND SAILORS
RELIEF CIVIL RELIEF ACT OF 1940 AS
AMENDED

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): JAMI L SHAGINAW; 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): JAMI L SHAGINAW; is(are) older than eighteen years of age;

That the employment status of the defendant(s): JAMI L SHAGINAW; is(are) unknown.



Michael F. Ratchford, Esquire

Subscribed before me this 30th day of July 20 10



Lee Perricone, Notary Public

NOTARIAL SEAL
LEE PERRICONE
Notary Public
SCRANTON CITY, LACKAWANNA COUNTY
My Commission Expires Apr 2, 2014

Rules of Civil Procedure 3101 to 3149

UNIFUND CCR PARTNERS 10625 Techwoods Circle Cincinnati, OH 45242	:	In the Court of Common Pleas of CLEARFIELD County, Pennsylvania Civil Division
Plaintiff	:	
vs.	:	
JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155	:	NO: <u>07-1973-CD</u>
Defendant	:	WRIT OF EXECUTION (Money Judgment)
vs.	:	
MEMBERS CHOICE PA-FCU 191 BEAVER DR DU BOIS PA 15801	:	
Garnishee	:	
	:	

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. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or rights.

If you have claimed an exemption, you should do the following promptly: (1) fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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.

Name _____

Address _____

Telephone Number _____

Writ of Execution – (Money Judgments)

PA RCP 3101 to 3149

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant : WRIT OF EXECUTION AND ATTACHMENT
vs. : (MONEY JUDGMENT)

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee :

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, School books, sewing machines, uniforms and equipment
3. Most wages and unemployment benefits
4. Social Security Benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law.

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF
CLEARFIELD COUNTY:

UNIFUND CCR PARTNERS	:	
10625 Techwoods Circle	:	In the Court of Common Pleas of
Cincinnati, OH 45242	:	CLEARFIELD County, Pennsylvania
	Plaintiff	Civil Division
	:	
vs.	:	
	:	
JAMI L SHAGINAW	:	NO: <u>07-1973-CD</u>
15 TOWER LN	:	
DU BOIS PA 15801-1155	:	
	Defendant	
	:	INTERROGATORIES IN ATTACHMENT
vs.	:	
	:	
MEMBERS CHOICE PA-FCU	:	
191 BEAVER DR	:	
DU BOIS PA 15801	:	
	Garnishee	
	:	

RE: Execution of Judgment against your depositor JAMI L SHAGINAW SSN # 183-54-5726

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entireties property.

- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank accounts(s) identified in Interrogatory #1?

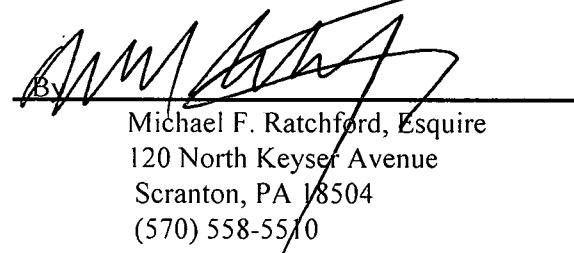
- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain fund derived solely from social security funds and/or disability funds?

- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?

- 6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?
- 7) At the time you were served or any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?
- 8) At the time you were served or at any subsequent time did the Defendant(s) account contain funds deposited electronically on a recurring basis and which are identified as being exempt from execution, levy or attachment. If so, state the reason for the exemption, the amount being withheld and the entity electronically depositing those funds on a recurring basis.
- 9) At the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. Section 8123? If so, identify each account.
- 10) Identify every other account (not previously noted) titled in the name of the Defendant(s) in which you believe the Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.
- 11) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Edwin A. Abrahamsen & Associates, P.C.



Michael F. Ratchford, Esquire
120 North Keyser Avenue
Scranton, PA 18504
(570) 558-5510

WRIT OF EXECUTION – CLAIM FOR EXEMPTION

To the Sheriff of CLEARFIELD County, Pennsylvania:

I, the 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 \$300.00 statutory 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 for exemption)

(2) From my property which is in the possession of a third party, I claim the following exemptions:
a. My statutory exemption: [] in cash; [] in kind (specify

property): _____

b. Social Security Benefits on deposit in the amount of

\$ _____.

c. Other (specify amount and basis of exemption) \$ _____

I request a court hearing to determine the exemption. Notice of hearing should be given to me at:

(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 THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY

Department of Defense Manpower Data Center

Aug-24-2010 12:51:56



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
SHAGINAW	JAMI L		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, 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:V57DS8HK6T

COPIE

WRIT OF EXECUTION – (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111(a)

UNIFUND CCR PARTNERS : In the Court of Common Pleas of
10625 Techwoods Circle : CLEARFIELD County, Pennsylvania
Cincinnati, OH 45242 : Civil Division

Plaintiff :
vs. :
: NO: 07-1973-CD

JAMI L SHAGINAW :
15 TOWER LN :
DU BOIS PA 15801-1155 :
Defendant : WRIT OF EXECUTION AND ATTACHMENT

vs. :
: (MONEY JUDGMENT)

MEMBERS CHOICE PA-FCU :
191 BEAVER DR :
DU BOIS PA 15801 :
Garnishee :
:

Commonwealth of Pennsylvania, County of **CLEARFIELD**
TO THE SHERIFF OF **CLEARFIELD** County, Pennsylvania:

To satisfy the judgment, interest and costs against:
JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155

You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 183-54-5726

(1) You are also directed to attach the property of the defendant not levied upon in the possession of **MEMBERS CHOICE PA-FCU** Garnishee(s) per property description.

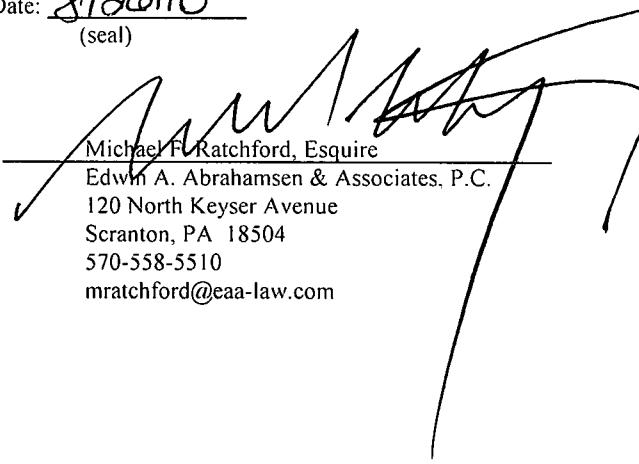
Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Date: 8/26/10
(seal)


Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
120 North Keyser Avenue
Scranton, PA 18504
570-558-5510
mratchford@eaa-law.com

Judgment Amount	<u>\$25,105.71</u>
Interest	<u>\$3,994.90</u>
Clerks Fee	<u>\$</u>
Sheriff	<u>\$</u>
Poundage	<u>\$</u>
Total	<u>\$</u>

Prothonotary costs 155.00

Clerk of Judicial Records 

Sheriff / Deputy 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107522

2 of 2

UNIFUND CCR PARTNERS

NO. 07-1973-CD

-vs-

JAMI L. SHAGINAW

WRIT OF EXECUTION/

TO: MEMBERS CHOICE PA-FCU, Garnishee

INTERROGATORIES TO

GARNISHEE

SHERIFF'S RETURN

NOW SEPTEMBER 7, 2010 MAILED THE WITHIN:

WRIT, WRIT NOTICE, CLAIM/EXEMPTION, INTERROGATORIIE, AFFIDAVIT UNDER
SOLDIERS & SAILORS RELIEF & REQUEST FOR MILITARY STATUS

TO JAMI L. SHAGINAW, DEFENDANTS

AT:15 TOWER LN, DUBOIS, PA. 15801

IN THE S.A.S.E.

FILED

10/3/2010
SEP 08 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107522
NO: 07-1973-CD
SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: UNIFUND CCR PARTNERS
vs.

DEFENDANT: JAMI L. SHAGINAW
TO: MEMBERS CHOICE PA-FCU, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	003870	20.00
SHERIFF HAWKINS	ABRAHAMSEN	003870	43.44

Sworn to Before Me This

So Answers,

____ Day of _____ 2010



Chester A. Hawkins
Sheriff

Rules of Civil Procedure 3101 to 3149

UNIFUND CCR PARTNERS	:	
10625 Techwoods Circle	:	In the Court of Common Pleas of
Cincinnati, OH 45242	:	CLEARFIELD County, Pennsylvania
	Plaintiff	Civil Division
	:	
vs.	:	
	:	
JAMI L SHAGINAW	:	NO: <u>07-1973-CD</u>
15 TOWER LN	:	
DU BOIS PA 15801-1155	:	
	Defendant	
	:	WRIT OF EXECUTION (Money Judgment)
vs.	:	
	:	
MEMBERS CHOICE PA-FCU	:	
191 BEAVER DR	:	
DU BOIS PA 15801	:	
	Garnishee	
	:	

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. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or rights.

If you have claimed an exemption, you should do the following promptly: (1) fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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.

Name

Address

Telephone Number

WRIT OF EXECUTION – CLAIM FOR EXEMPTION

To the Sheriff of CLEARFIELD County, Pennsylvania:

I, the 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 \$300.00 statutory 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 for exemption)

(2) From my property which is in the possession of a third party, I claim the following exemptions:

a. My statutory exemption: [] in cash; [] in kind (specify

property): _____

b. Social Security Benefits on deposit in the amount of

\$ _____.

c. Other (specify amount and basis of exemption) \$ _____

I request a court hearing to determine the exemption. Notice of hearing should be given to me at:

(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 THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY

Writ of Execution – (Money Judgments)
PA RCP 3101 to 3149

UNIFUND CCR PARTNERS	:	
10625 Techwoods Circle	:	In the Court of Common Pleas of
Cincinnati, OH 45242	:	CLEARFIELD County, Pennsylvania
	Plaintiff	Civil Division
	:	
vs.	:	
	:	
JAMI L SHAGINAW	:	NO: <u>07-1973-CD</u>
15 TOWER LN	:	
DU BOIS PA 15801-1155	:	
	Defendant	
	:	WRIT OF EXECUTION AND ATTACHMENT
vs.	:	
	:	
MEMBERS CHOICE PA-FCU	:	(MONEY JUDGMENT)
191 BEAVER DR	:	
DU BOIS PA 15801	:	
	Garnishee	
	:	

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, School books, sewing machines, uniforms and equipment
3. Most wages and unemployment benefits
4. Social Security Benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law.

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF
CLEARFIELD COUNTY:

UNIFUND CCR PARTNERS	:	
10625 Techwoods Circle	:	In the Court of Common Pleas of
Cincinnati, OH 45242	:	CLEARFIELD County, Pennsylvania
	Plaintiff	Civil Division
	:	
vs.	:	
	:	
JAMI L SHAGINAW	:	NO: <u>07-1973-CD</u>
15 TOWER LN	:	
DU BOIS PA 15801-1155	:	
	Defendant	INTERROGATORIES IN ATTACHMENT
	:	
vs.	:	
	:	
MEMBERS CHOICE PA-FCU	:	
191 BEAVER DR	:	
DU BOIS PA 15801	:	
	Garnishee	
	:	

RE: Execution of Judgment against your depositor JAMI L SHAGINAW SSN # 183-54-5726

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

- 1) At the time you were served or at any subsequent time, did the Defendant possess any bank accounts, joint or individual, that were in your custody or control? Please specify joint or individual account. Please list the legal title of any such account(s) and the primary account holder and if known whether joint account is entirely property.

- 2) At the time you were served or at any subsequent time, what was the balance and account number of the bank accounts(s) identified in Interrogatory #1?

- 3) At the time you were served or at any subsequent time, please list the average daily balance in the past five (5) months for each such account identified in your answer to Interrogatories number one (1) and two (2) above.

- 4) At the time you were served or at any subsequent time, did the bank account(s) that the Defendant possessed contain funds derived solely from social security funds and/or disability funds?

- 5) At any time before or after you were served, did the Defendant(s) transfer or deliver any property or money to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefore?

6) At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to the Depositor's direction or otherwise discharge any claim of the Depositor against you?

7) At the time you were served or any subsequent time, did you have, share, or utilize any safe-deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by Defendant(s)?

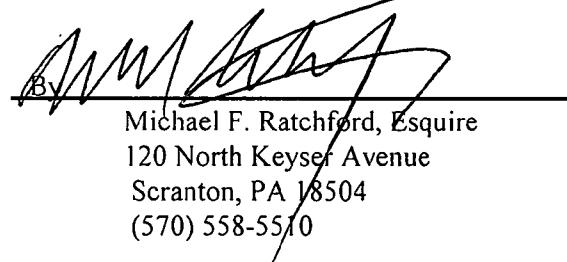
8) At the time you were served or at any subsequent time did the Defendant(s) account contain funds deposited electronically on a recurring basis and which are identified as being exempt from execution, levy or attachment. If so, state the reason for the exemption, the amount being withheld and the entity electronically depositing those funds on a recurring basis.

9) At the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. Section 8123? If so, identify each account.

10) Identify every other account (not previously noted) titled in the name of the Defendant(s) in which you believe the Defendant(s) have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.

11) To the extent that you're above answers depend in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

Edwin A. Abrahamsen & Associates, P.C.



Michael F. Ratchford, Esquire
120 North Keyser Avenue
Scranton, PA 18504
(570) 558-5510

WRIT OF EXECUTION – (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of

CLEARFIELD County, Pennsylvania

Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

vs.

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee

NO: 07-1973-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Commonwealth of Pennsylvania, County of **CLEARFIELD**
TO THE SHERIFF OF **CLEARFIELD** County, Pennsylvania:

To satisfy the judgment, interest and costs against :

JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155

You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 183-54-5726

(1) You are also directed to attach the property of the defendant not levied upon in the possession of **MEMBERS CHOICE PA-FCU** Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Date: 8/26/10
(seal)

Michael F. Ratchford, Esquire

Edwin A. Abrahamsen & Associates, P.C.
120 North Keyser Avenue
Scranton, PA 18504
570-558-5510
mratchford@eaa-law.com

Judgment Amount	<u>\$25,105.71</u>
Interest	<u>\$3,994.90</u>
Clerks Fee	<u>\$</u>
Sheriff	<u>\$</u>
Poundage	<u>\$</u>
Total	<u>\$</u>

Prothonotary costs 155.00

Clerk of Judicial Records Willie L. Braxton

Sheriff / Deputy

Received this writ this 26 day
of August A.D. 2010
At 11:00 A.M. / P.M.

Chesler A. Hawkins
Sheriff by Mandy Hahn

WRIT OF EXECUTION – (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant :

vs.

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

NO: 07-1973-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Garnishee :

Commonwealth of Pennsylvania, County of **CLEARFIELD**
TO THE SHERIFF OF **CLEARFIELD** County, Pennsylvania:

To satisfy the judgment, interest and costs against :

JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155

You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 183-54-5726

(1) You are also directed to attach the property of the defendant not levied upon in the possession of **MEMBERS CHOICE PA-FCU** Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Date: 8/26/10
(seal)

Michael F. Ratchford, Esquire

Edwin A. Abrahamsen & Associates, P.C.
120 North Keyser Avenue
Scranton, PA 18504
570-558-5510
mratchford@eaa-law.com

Judgment Amount	<u>\$25,105.71</u>
Interest	<u>\$3,994.90</u>
Clerks Fee	<u>\$</u>
Sheriff	<u>\$</u>
Poundage	<u>\$</u>
Total	<u>\$</u>

Prothonotary costs

155.00

Clerk of Judicial Records

Willi Libray

Sheriff / Deputy

Received this wrt this 26 day
of August 2010
At 10:00 A.M.

Chesler A. Hawley
Sheriff By Marlyn Hens

WRIT OF EXECUTION – (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

vs.

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee

NO: 07-1973-CD

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Commonwealth of Pennsylvania, County of **CLEARFIELD**
TO THE SHERIFF OF **CLEARFIELD** County, Pennsylvania:

To satisfy the judgment, interest and costs against :

JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155

You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 183-54-5726

(1) You are also directed to attach the property of the defendant not levied upon in the possession of **MEMBERS CHOICE PA-FCU** Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Date: 8/12/10
(seal)

Michael F. Ratchford, Esquire

Edwin A. Abrahamsen & Associates, P.C.
120 North Keyser Avenue
Scranton, PA 18504
570-558-5510
mratchford@eaa-law.com

Judgment Amount	<u>\$25,105.71</u>
Interest	<u>\$3,994.90</u>
Clerks Fee	<u>\$</u>
Sheriff	<u>\$</u>
Poundage	<u>\$</u>
Total	<u>\$</u>

Prothonotary costs

155.00

Clerk of Judicial Records

Willie L. Hausey

Sheriff / Deputy

Received this writ this 26 day
of August 11, 2010
At 3:00 PM

Clute A. Hawley
Sheriff by Marilyn Hausey

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

UNIFUND CCR PARTNERS 10625 Techwoods Circle Cincinnati, OH 45242	Plaintiff	In the Court of Common Pleas of CLEARFIELD County, Pennsylvania Civil Division
vs.		
JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155	Defendant	NO: <u>07-1973-CD</u>
vs.		
MEMBERS CHOICE PA-FCU 191 BEAVER DR DU BOIS PA 15801	Garnishee	WRIT OF EXECUTION AND ATTACHMENT (MONEY JUDGMENT)
vs.		

Commonwealth of Pennsylvania, County of **CLEARFIELD**
TO THE SHERIFF OF **CLEARFIELD** County, Pennsylvania:

To satisfy the judgment, interest and costs against :
JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155

You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 183-54-5726

(1) You are also directed to attach the property of the defendant not levied upon in the possession of **MEMBERS CHOICE PA-FCU** Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Date: 8/20/10
(seal)

Michael F. Ratchford, Esquire

Edwin A. Abrahamsen & Associates, P.C.
120 North Keyser Avenue
Scranton, PA 18504
570-558-5510
mratchford@eaa-law.com

Judgment Amount	<u>\$25,105.71</u>
Interest	<u>\$3,994.90</u>
Clerks Fee	<u>\$</u>
Sheriff	<u>\$</u>
Poundage	<u>\$</u>
Total	<u>\$</u>

Prothonotary costs

Clerk of Judicial Records

Sheriff / Deputy

Received this 26 day
of August 2010
At 3:00

Chester A. Hawkes
Sheriff
by Marlynn Harris

Department of Defense Manpower Data Center

Aug-24-2010 12:51:56



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
SHAGINAW	JAMI L		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:V57DS8HK6T

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff

In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

NO: 07-1973-CD

vs.

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee

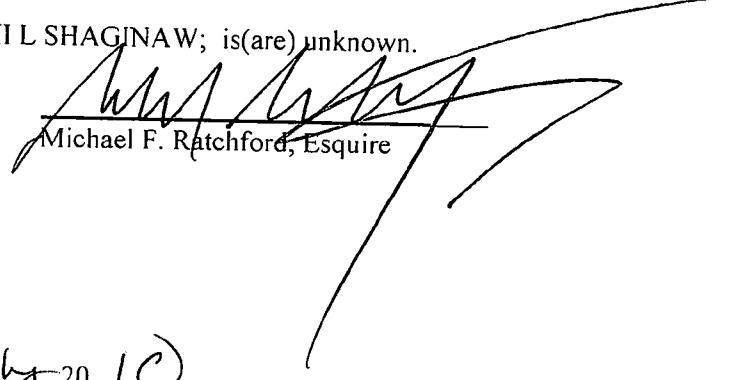
AFFIDAVIT UNDER SOLDIERS AND SAILORS
RELIEF CIVIL RELIEF ACT OF 1940 AS
AMENDED

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): JAMI L SHAGINAW; 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): JAMI L SHAGINAW; is(are) older than eighteen years of age;

That the employment status of the defendant(s): JAMI L SHAGINAW; is(are) unknown.


Michael F. Ratchford, Esquire

Subscribed before me this 30th day of July 20 10


Lee Perricone, Notary Public

NOTARIAL SEAL
LEE PERRICONE
Notary Public
SCRANTON CITY, LACKAWANNA COUNTY
My Commission Expires Apr 2, 2014

UNIFUND CCR PARTNERS :
10625 Techwoods Circle : In the Court of Common Pleas of
Cincinnati, OH 45242 : CLEARFIELD County, Pennsylvania
Plaintiff : Civil Division
vs. :
JAMI L SHAGINAW : NO: 07-1973-CD
15 TOWER LN :
DU BOIS PA 15801-1155 :
Defendant :
vs. :
MEMBERS CHOICE PA-FCU :
191 BEAVER DR :
DU BOIS PA 15801 :
Garnishee :
:

Return Of Service of Process

Service Attempts:

Date: _____ Time: _____ Date: _____

Date: _____ Person Served: _____

Date: _____ Relation: _____

Date: _____ Place of Service: _____

Date: _____ Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

UNIFUND CCR PARTNERS : In the Court of Common Pleas of
10625 Techwoods Circle : CLEARFIELD County, Pennsylvania
Cincinnati, OH 45242 : Civil Division

Plaintiff :

vs. :

JAMI L SHAGINAW : NO: 07-1973-CD
15 TOWER LN :
DU BOIS PA 15801-1155 :

Defendant :

vs. :

MEMBERS CHOICE PA-FCU :
191 BEAVER DR :
DU BOIS PA 15801 :

Garnishee :

Return Of Service of Process

Service Attempts:

Date: _____ Time: _____ Date: _____

Date: _____ Person Served: _____

Date: _____ Relation: _____

Date: _____ Place of Service: _____

Date: _____ Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

UNIFUND CCR PARTNERS : In the Court of Common Pleas of
10625 Techwoods Circle : CLEARFIELD County, Pennsylvania
Cincinnati, OH 45242 : Civil Division

Plaintiff :
:
:
vs.
:
:
:
JAMI L SHAGINAW : NO: 07-1973-CD
15 TOWER LN :
DU BOIS PA 15801-1155 :
Defendant :
:
:
vs.
:
:
:
MEMBERS CHOICE PA-FCU :
191 BEAVER DR :
DU BOIS PA 15801 :
Garnishee :
:
:

Return Of Service of Process

Service Attempts:

Date: _____ Time: _____ Date: _____

Date: _____ Person Served: _____

Date: _____ Relation: _____

Date: _____ Place of Service: _____

Date: _____ Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMIL SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

vs.

NO: 07-1973-CD

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee

Return Of Service of Process

Service Attempts:

Date: _____ Time: _____ Date: _____

Date: _____ Person Served: _____

Date: _____ Relation: _____

Date: _____ Place of Service: _____

Date: _____ Deputy: _____

Additional Defendant _____

Additional Defendant _____

Garnishee _____

Special Instructions:

To Deputy 8/27/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1973-CD

UNIFUND CCR PARTNERS

vs

JAMI L. SHAGINAW

TO: MEMBERS CHOICE PA-FCU, Garnishee

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 11/23/2010 ASAP HEARING: PAGE: 107522

DEFENDANT: MEMBERS CHOICE PA-FCU, Garnishee
ADDRESS: 191 BEAVER DR
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED
0/8:30AM
SEP 08 2010
William A. Shaw, 
OCCUPATIONary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 9-7-10 AT 11:15 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON MEMBERS CHOICE PA-FCU, Garnishee,
DEFENDANT

BY HANDING TO Sue Short

Teller Supervisor

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

ADDRESS SERVED 191 BEAVER DRIVE DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR MEMBERS CHOICE PA-FCU, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO MEMBERS CHOICE PA-FCU, Garnishee

REASON UNABLE TO LOCATE _____

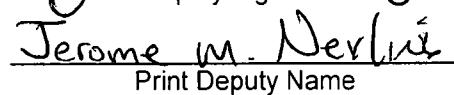
SWORN TO BEFORE ME THIS

DAY OF 2010

So Answers: CHESTER A. HAWKINS SHERIFF

BY:


Deputy Signature


Print Deputy Name

UNIFUND CCR PARTNERS

Plaintiff : In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant :
vs.
Praecipe to Dissolve the Attachment against
Garnishee

MEMBERS CHOICE PA-FCU
191 BEAVER DR
DU BOIS PA 15801

Garnishee :
:
:
:
:

To the Prothonotary of CLEARFIELD County Pennsylvania:

Please enter the above Praecipe to Dissolve the Attachment against Garnishee.

Thank you,

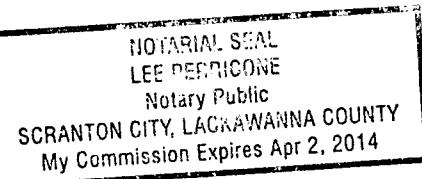
Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
Lawyer ID # 86285

5/11/42m FILED \$7.00 A/H
MAR 14 2011 ICC Atty
Ratchford

William A. Shaw
Prothonotary/Clerk of Courts

Sworn and subscribed before me on this 8th day of March 20 11


Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20903
NO: 07-1973-CD

PLAINTIFF: UNIFUND CCR PARTNERS

vs.

DEFENDANT: JAMI L. SHAGINAW

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 12/10/2008

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/22/2012

FILED
010416
MAR 22 2012
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED JAMI L. SHAGINAW

AFTER SEVERAL ATTEMPTS DEPUTIES UNABLE TO LOCATE JAMI L. SHAGINAW, CALLED ATTORNIES OFFICE FOR NEW ADDRESS FOR SERVICE.

1/20/2009 @ SERVED TIMBERLAND FCU

SERVED TIMBERLAND FCU, GARNISHEE, BY HANDING TO LINDA KENNIS, ACCOUNTING CLERK FOR TIMBERLAND FCU, AT HER PLACE OF EMPLOYMENT 821 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND INTERROGATORIES TO GARNISHEE.

@ SERVED

NOW, MARCH 22, 2012 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20903
NO: 07-1973-CD

PLAINTIFF: UNIFUND CCR PARTNERS
VS.
DEFENDANT: JAMI L. SHAGINAW

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

SHERIFF HAWKINS \$120.00

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
by *Cynthia Butler-Clegg/Acting*
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MONEY JUDGMENT) RULES PA. R.C.P. 3252,3111 (a)

Unifund CCR Partners
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff

In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

JAMI L SHAGINAW
15 TOWER LN
DU BOIS PA 15801-1155

Defendant

NO: 07-1973-CD

vs.

TIMBERLAND FCU
821 BEAVER DR
DU BOIS PA

Garnishee

WRIT OF EXECUTION AND ATTACHMENT

(MONEY JUDGMENT)

Commonwealth of Pennsylvania, County of **CLEARFIELD**
TO THE SHERIFF OF **CLEARFIELD** County, Pennsylvania:

To satisfy the judgment, interest and costs against :
JAMI L SHAGINAW 15 TOWER LN DU BOIS PA 15801-1155

You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;
15 TOWER LN DU BOIS PA 15801-1155

Any and all accounts of the defendant(s), in the possession of Garnishee(s), including but not limited to savings account balances, checking account balances, Certificates of Deposit, Money Market Accounts, contents of Safety Deposit Boxes. Defendant's Social Security Number(s) is/are 183-54-5726

(1) You are also directed to attach the property of the defendant not levied upon in the possession of **TIMBERLAND FCU** Garnishee(s) per property description.

Confessed Judgment by Complaint:

1. Date of Entry _____
2. Notice of mailing on _____ filed.

And to notify the Garnishee(s) that

- (a) An attachment has been issued;
- (b) The garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivery any property of the defendant(s) or otherwise disposing thereof.
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Date: _____

(seal)

Michael F. Ratchford, Esquire
Edwin A. Abrahamson & Associates, P.C.
1729 Pittston Avenue
Scranton, PA 18505
570-558-5510
mratchford@eaa-law.com

Judgment Amount	\$25,105.71
Interest	\$1531.10
Clerks Fee	\$23.00
Sheriff	\$150.00
Poundage	\$
Total	\$

Added Prothonotary costs 112.00

Clerk of Judicial Records 12/10/08

Sheriff / Deputy

Received this writ this 10th day
of December A.D. 2008
At 3:00 A.M./P.M.

Chad A. Hawkins
Sheriff of Cynthia Butler, Auditor

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME JAMI L. SHAGINAW

NO. 07-1973-CD

NOW, March 22, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Jami L. Shaginaw to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00	DEBT-AMOUNT DUE	25,105.71
MILEAGE	20.90	INTEREST @ %	0.00
LEVY		FROM TO	
MILEAGE	20.90	PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	23.00
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.68	ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	
ADVERTISING		SATISFACTION FEE	30.00
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	1,531.10
ADD'L MILEAGE	14.52	MISCELLANEOUS	
ADD'L LEVY			
BID/ SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$26,921.81
RETURNS/DEPUTIZE	9.00		
COPIES	15.00	COSTS:	
		ADVERTISING	0.00
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS	15.00	DUE	
TOTAL SHERIFF COSTS	\$120.00	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	120.00
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	112.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$232.00
		TOTAL COSTS	\$26,921.81

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff