

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

Plaintiff

vs.

JAMI L SHAGINAW  
15 TOWER LN  
DU BOIS PA 15801

Defendant

CIVIL ACTION

NO: 07-1973-CD

FILED  
m/2:3000  
DEC 03 2007  
Atty pd. 85.00  
ICC 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  
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Plaintiff

vs.

JAMI L SHAGINAW  
15 TOWER LN  
DU BOIS PA 15801

Defendant

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**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.

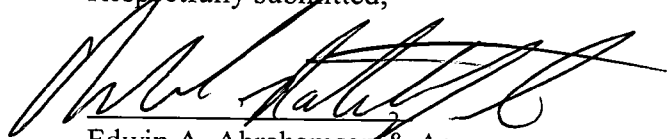
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6.

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,

A large, stylized handwritten signature in black ink, likely belonging to Edwin A. Abrahamsen, is written over the typed name and address.

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.

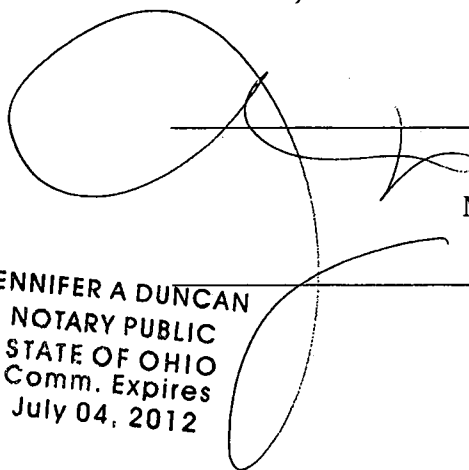
 DATED this 10/07/2007

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



## 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 cycle Purchases (the "Standard Rate") is a variable rate. The Daily Periodic Rate will be calculated on the 2nd day (or 1st day if not a business day) of each month (or 1st day of the year if not a business day) and will equal 1/360th of the sum of:</p> <p>(1) The Prime Rate listed in the Money Rates section of The Wall Street Journal on the applicable Determination Date, plus</p> <p>(2) A spread of 4.00% for Purchases and previous billing cycle Purchases and 4.50% for Cash Advances.</p> <p>After the Determination Date, the Daily Periodic Rate will be determined using the highest variable rate. The Prime Rate is the rate now used in this Agreement as a pricing index to calculate all variable APRs 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 is no longer available in The Wall Street Journal, we will select a comparable index and notify you of the change. The new Daily Periodic Rate, as calculated on a Determination Date, will be applied to your account (including existing balances) and used in the calculation of Periodic Finance Charges as of the first day of your billing cycle that includes the Determination Date.</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 by reason 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 cycle Purchases is 0.0370%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 13.49% and the minimum Daily Periodic Rate for Cash Advances is 0.0425%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 15.51%.</p> <p>As an example of the variable rate calculation, on December 22, 1999, the Daily Periodic Rate of Periodic Finance Charge for Purchases and previous billing cycle Purchases, and Cash Advances determined in accordance with the foregoing formula would have been 0.0370% and 0.0425% respectively, and the corresponding ANNUAL PERCENTAGE RATE would have been 13.49% and 15.51% respectively.</p> <p>However, if you transferred a balance from another account when you opened the account, the Daily Periodic Rate used in determining your Periodic Finance Charge on Purchases and previous billing cycle Purchases, for the first 3 billing cycles following the opening of your Account, will be the "Standard Rate" of 0.0370%, corresponding to an ANNUAL PERCENTAGE RATE of 13.49%. After that the Standard Rate will apply.</p> <p>FOR ADJUSTED RATE FOR LATE PAYERS, SEE "FINANCE CHARGES FOR LATE PAYMENT"</p>	
Cash Advance FINANCE CHARGE	3% of Cash Advance (with a minimum of \$10.00)
ATM Cash Advance	3% of Cash Advance (with a minimum of \$15.00)
All Other Cash Advances	3% of Cash Advance (with a minimum of \$15.00)
Transaction FINANCE CHARGE	3% of applicable transaction (with a minimum of \$3.00)
Balance Transfer FINANCE CHARGE	3% of applicable transaction (with a minimum of \$5.00 maximum of \$35.00)
Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)	\$1.00
Annual Membership Fee	None
Other Interest Charges	
Late Fee	\$29.00
Return Payment Fee	\$29.00
Return Convenience Check Fee	\$29.00
Overlimit Fee	\$29.00
Administrative Fees	
Duplicate of Merchant Sale Slip	\$5.00
Duplicate Copy of Monthly Billing Statement	\$5.00
Additional Credit Card (in excess of 2)	\$5.00

**Finance Charges for Late Payment:** If you do not pay at least the Minimum Monthly Payment by the Payment Due Date, we will charge you a late fee. The late fee will be the greater of the late fee determined by the late fee schedule 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 all balances will change to an adjusted rate of 0.0630%, corresponding to an ANNUAL PERCENTAGE RATE of 22.99%. The 22.99% 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.

If your Daily Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) are increased as described above, it may subsequently be reduced at our discretion as of the first day of the billing cycle commencing after the monthly reset date, which is determined by (i) at least the Minimum Monthly Payment has been received by the Payment Due Date shown on your statement each month during the promotional period preceding such reset date and (ii) your Account was consistently open and eligible for the promotional period preceding such reset date. Accounts which are closed or which will be subject to a subsequent increase should future payments be missed in whole or in part will not be eligible for the promotional period.

## INFORMATION SHARING

We may share information related to or derived from transactions and activities about you and your First USA Bank, N.A. relationship with affiliated BANK ONE CORPORATION companies (including First USA Bank, N.A. and others permitted by law to receive it. We may also share other credit, application and other information with affiliates unless you prohibit us from doing so. To ensure your selection is properly recorded, please include name, full address and account number with your request.

Sharing Information With Third Parties: From time to time, we may collect and share information about you and your First USA Bank, N.A. relationship with third parties in order to make services available to you products and services we think you will like. For example, we may request that your name and be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8851, Wilmington, DE 19899-8851. Please include your name, address and account number with your request.

For more information about First USA's information handling policies, visit us on the web at <http://www.firstusa.com/privacy>.

## YOUR BILLING RIGHTS

Keep This Notice For Future Use

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

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

If you think your bill is wrong or if you need more information about a transaction on your bill, write us at First USA Bank, N.A., P.O. Box 8776, Wilmington, Delaware 19899-8776. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

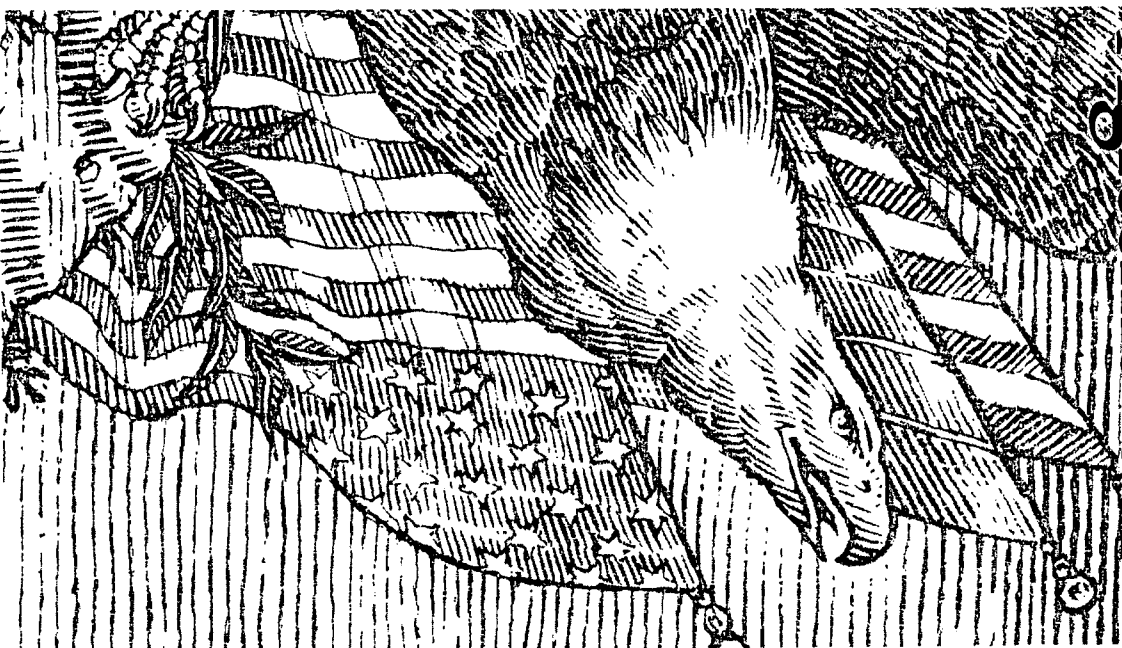
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right to not pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if you within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

# Cardmember

# Agreement





مجلس

your MasterCard/VISA and keep it for your Card if you have made by First USA appearance of the terms

and severely if more  
responsible for the  
association. "Card"

Each must be correct. If we provide you with one or more under your

You promise to pay us Purchases and Cash account and any other obligated to pay author-  
 ity checks, (2) the Cash or (3) any  
 payable, to your Account pay the full amount  
 of the other person (3) negotiable instrument  
 provisions of applica- determine.

**Card.** Since we may not make any materially false or misleading statement, You agree to provide us with true and accurate information about your Account to enable us to place it on our sole disbursement line at our sole discretion without affecting your credit rating. If we determine that you are not providing a portion of your financial information as requested, we considered to have terminated your Card. We reserve the right to make such determinations that may be made by us. Your failure to provide such information may result in the termination of your Card. Purchases or

less than \$10.00, your minimum payment will be \$10.00. Otherwise, the Minimum Payment will be 2% of the New Balance. The time of billing. You will be billed once a month.

Advances. For Cash advances until the day we receive the next periodic payment Due Date on the new Balance in full by

Previous billing cycle Purchases and Cash

at the beginning of the month, add any new charges to your Account each month, and subtract any payments made during the month.

of the previous billing cycle, which includes your current billing cycle, which includes your current billing cycle, and add any new charges. This gives us the total amount due for previous cycles plus the New Balance on

not try to make a Purchase or obtain a Cash Advance after you have been notified with your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you con-

Notices: We will send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may, in our discretion accept address corrections from the United States Postal Service.

[illegible]

**Changes to this Agreement.** We can at any time change this Agreement, including the **ANNUAL PERCENTAGE RATE** and any fee, and can delete provisions relating to your Account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this agreement. We will notify you of any change, addition, or deletion. As permitted by applicable law, any change, addition, or deletion to this Agreement, including the **ANNUAL PERCENTAGE RATE**, will be effective as to you when we post the applicable change on our website, regardless of whether you are notified of the change. We reserve the right to change, add to, or delete any provision of this Agreement without notice to you.

Agreement will have effect as if the time stated in our notice and, unless we so state, no termination, cancellation, addition, or deletion will apply to all outstanding balances in your Account as well as to new transactions. To the extent that you may state that you may notify us in writing within a specified time period that you do not wish to accept certain of the charges, additions, and deletions we are making, you will be deemed to accept all other charges, additions, and deletions accompanying the notice and to ratify and confirm all the provisions of our Agreement and our acceptance of all the charges, additions, and deletions described in other notices previously sent to you if (1) you do not send us such a notification in a timely manner, or (2) you use the Card or Account after the conclusion of the specified time period.

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

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

between you and employees, whether initiated by you or any of our employees. Refused To Honor Card. We are not responsible for refunds to honor your Card if Convenience Checks and/or money orders marked "Paid in full" or language having the same effect without being any of our rights under this Agreement. We can delay enforcing our rights under this Agreement any number of times without being in breach of this Agreement.

**Liability For Unauthorized Use Of Your Account:** If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us as soon as you may. You may be held liable for any unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or telefax to us at 1-800-677-7210, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$500. We may terminate or limit access to your Account.

**ASSIGNMENT.** We may at any time assign your Account, any part due on your Account, the Agreement or our rights or obligations under this Agreement. The persons to whom we make such assignment shall be entitled to all of our rights under the Agreement, to the extent assigned.

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

**Inquiries Or Questions:** You may address any inquiries or questions which you have about your account or this agreement to the following address: **U.S. Bank, N.A., P.O. Box 8661, Minneapolis, Delaware 19899-8661**, or you may call us at 1-800-671-7101. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

FIRST USA®

FIRST USA.®

Exhibit C

ACCOUNT NUMBER	BALANCE AS OF	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
4417128684901976	10/04/2007	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.

# Exhibit C

CHASE

Jul 30 2007

Page 2 of 3

Statement for account number: 4417 1286 8490 1976

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$22,490.65	01/09/06	\$3,603.00	\$4,199.00

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

441712868490197600419900022490850000000

07222 BEX 2 34905 D  
JAMIL SHAGINAW  
15 TOWER LANE  
DU BOIS PA 15801-1165



CARDMEMBER SERVICE  
PO BOX 15153  
WILMINGTON DE 19886-5153



5000 160 28 2 2 1868490 1976 5



Statement Date: 11/16/05 - 12/15/05  
Payment Due Date: 01/09/06  
Minimum Payment Due: \$4,199.00  
CUSTOMER SERVICE  
In U.S. 1-800-945-2000  
Español 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

### ACCOUNT INQUIRIES

Previous Balance	\$21,905.22	Total Credit Line	\$33,600	P.O. Box 15298
Purchases, Cash, Debits	+\$39.00	Available Credit	\$11,009	Wilmington, DE 19850-5298
Finance Charges	+\$546.63	Cash Access Line	\$16,750	<b>PAYMENT ADDRESS</b>
New Balance	\$22,490.65	Available for Cash	\$11,009	P.O. Box 15153

Wilmington, DE 19886-5153  
**VISIT US AT:**  
[www.chase.com/creditcards](http://www.chase.com/creditcards)

### TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount 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						\$546.63

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](http://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: \_\_\_\_\_

## 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 card. Advisors are always available to assist you. You can reach us by pressing 9 after you enter your account number.

**Crediting of Payments:** For payments by regular U.S. mail, send at least your minimum payment due to our post office box designated for payments shown on this statement. Your payments by mail must comply with the instructions on this statement, and must be made by check or money order payable in U.S. Dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. Do not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window. The envelope cannot contain more than one payment or coupon, and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day except December 23 by 1:00 p.m. local time at our post office box designated for payments on this statement, we will credit the payment to your account as of that day. If your payment is in accordance with our payment instructions, but 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 next day. If you do not follow our payment instructions or if your payment is not sent by regular U.S. mail to our post office box designated for 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 defaults 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 us at the Cardmember Service address listed on your billing statement.

**Checks Collected Electronically:** We reserve the right to electronically collect your eligible payment checks, at first presentment and any presentment, from the bank account on 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 direct draw 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 an image will be maintained in our records.

**Conditional Payments:** 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 otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 13209 Wilmington, DE 19850-5209. We reserve all our rights regarding these payments (e.g., 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 you 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 in monthly installments, whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we bill your statement on which the annual fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights 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 rates shown on this statement, separately for each feature (e.g., balance transfers, new purchases, cash advances, cash advance checks ("check transactions"), purchases, balance transfers, cash advances, promotional balances or over-the-limit 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 owe any periodic finance charges, and a transaction finance charge 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, add any new transactions or other debits (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 payee or a later date of our choice). Fees are added either on the date of a related 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 balance of zero. If a daily periodic rate applies to any feature, we multiply the daily balance by the daily periodic rate to get your periodic finance charges for that day. We 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 average daily balance for purchases, we do the same thing for each day of the previous cycle to get the daily balance of purchases for 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 billed on purchases itemized 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 the daily periodic finance charges for all features. To determine an average daily balance, we add your daily balances and divide by the number of the days in the applicable billing cycle(s). If you multiply the average daily 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(s) applies, multiply the average daily balance for each feature by the applicable monthly periodic rate and add the results together. The total will equal the periodic finance charges for the billing cycle, except for minor variations due to rounding.

**Grace Period (at least 20 days):** We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on 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 over-the-limit advances.

**Grace Period for Qualifying Promotional Balances:** You will not incur periodic finance charges on a qualifying promotional balance if you pay that balance in full by the specified expiration date. To avoid finance charges on new purchases when your new balance includes a qualified promotional balance, pay your full new balance minus your total qualifying promotional balances by the date and time your payment is due. However, if your statement shows that 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.

## GRIEVANCE 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 Cardmember Service on a separate sheet at P.O. Box 13209 Wilmington, DE 19850-5209 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which an error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

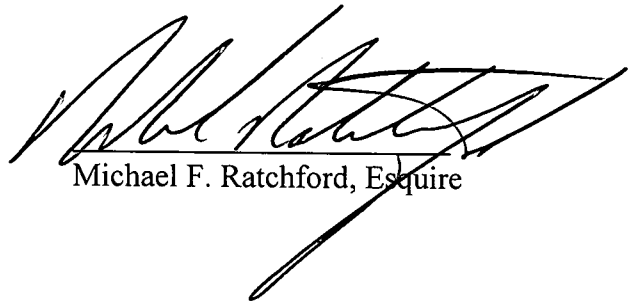
You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card bill automatically from 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 Cardmember Service address or telephone number shown on this 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 that you purchased with a credit card (excluding purchases made with a check), and you have tried in good faith to connect the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection 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 we own or operate the merchant, or if we mailed you the advertisement for the property or services.

MA07 1005

**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

Unifund CCR Partners  
10625 Techwoods Circle  
Cincinnati, OH 45242

Plaintiff

vs.

JAMI L SHAGINAW  
701 Grant Street  
Reynoldsville PA 15851

Defendant

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

NO: 07-1973-CD

Praeipce to Reinstate Civil Complaint

To the Prothonotary of CLEARFIELD County Pennsylvania:

Please enter the above Praeipce to Reinstate the Civil Complaint.

Thank you,

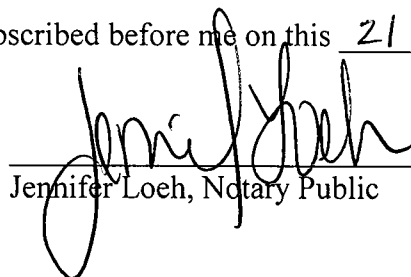
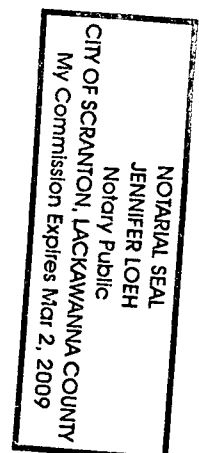


Michael F. Ratchford, Esquire  
Edwin A. Abrahamsen & Associates, P.C.  
Lawyer ID # 86285

**FILED** *pd \$7.00 Atty*  
*m/ 10:35 am*  
**APR 24 2008** *2cc to Atty*  
*1 reinstated Complaint*  
*to shift.*

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

0/3:05Lm  
APR 25 2008

William A. Shaw

Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamer*

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 PM  
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

day of

By

My Commission Expires the  
1st Monday January 2010

Carl J. Lotwold Sr. Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS  
10625 Techwoods Circle  
Cincinnati, OH 45242

Plaintiff

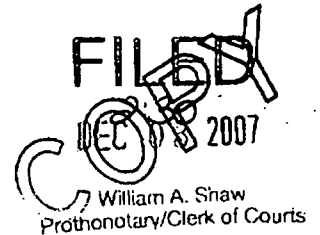
CIVIL ACTION

vs.

JAMI L SHAGINAW  
15 TOWER LN  
DU BOIS PA 15801

Defendant

NO: 07-1973-CD



**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's Attorney  
for service. *William A. Shaw*  
Deputy Prothonotary

U07-0445

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS  
10625 Techwoods Circle  
Cincinnati, OH 45242

Plaintiff

CIVIL ACTION

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.

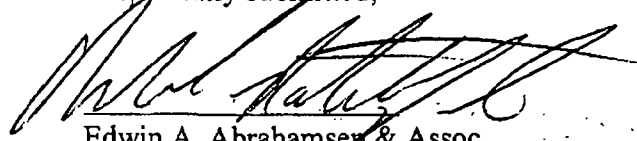
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6.

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,

A handwritten signature in black ink, appearing to read 'Edwin A. Abrahamsen', is written over the typed name and address.

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. Abrahamson & 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.

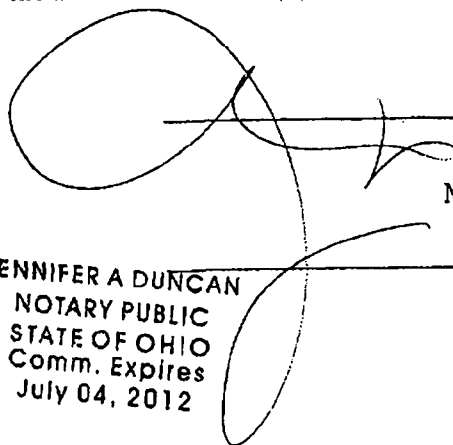
 DATED this 10/07/2007

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

Table of Contents (Cont.)

<b>Cash Advance FINANCE CHARGE</b>	5% of Cash Advance (with a maximum of \$18.00)
<b>A/R Cash Advance</b>	3% of Cash Advance (with a maximum of \$15.60)
<b>All Other Cash Advances</b>	3% of applicable transaction (with a maximum of \$5.00)
<b>Transaction FINANCE CHARGE</b>	3% of applicable transaction (with a maximum of \$5.00)
<b>Balance Transfer FINANCE CHARGE</b>	5% of applicable transaction (with a minimum of \$5.00 maximum of \$80.00)
<b>Minimum Finance Charge</b> <i>(if any Finance Charge is payable for a monthly billing cycle)</i>	\$1.00
<b>Annual Membership Fee</b>	None
<b>Other Interest Charges:</b>	
Late Fee	\$25.00
Returned Payment Fee	\$25.00
Return Convenience Check Fee	\$25.00
Overdraft Fee	\$25.00
<b>Administrative Fees:</b>	
Duplicate or Merchant Sale Slip	\$5.00
Duplicate Copy of Monthly Billing Statement	\$5.00
Additional Credit Card (in excess of 7)	\$5.00

**Interest Charge on Late Payment:** If you do not pay at least the Minimum Monthly Payment by the Payment Due Date two days during the month following the Payment Due Date, we will charge you an interest charge on the amount of the payment not received. The interest charge will be calculated at the rate of 1.5% per month per year, the Daily Periodic Rate, on the amount of the payment not received. The Annual Percentage Rate is 18.00%, corresponding to an ANNUAL PERCENTAGE RATE of 20.95%, N.Y. 22.95%, APR with compounding monthly. The interest charge will be added to the balance of the billing cycle following your second late payment.

[illegible]

## INFORMATION SHARING

[illegible]

## YOUR BILLING RIGHTS

**Keep The Noise Per Feature Use**

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

**Credit Bidding Act**

**Not Only Is It Case Of Errors On Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at a separate address at First Union Bank, N.A., P.O. Box 87790, Denver, CO 80267-7900. We will write to you as soon as possible. We must have all the information needed to investigate your concern. Please include on which the error or problem occurred. You can telephone us, but doing so will not prevent you from filing a complaint.

In your letter, give us the following information:

- Name of the creditor
- Date of the transaction
- Amount of the transaction
- Description of the transaction
- How we can contact you

- Describe the error and explain, if you can, why you believe there is an error.**

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

**Your Right to Ask Compensation:** If you're a member of a company that has a pension plan, you may have a right to ask for compensation if you're laid off. You must ask for compensation before you leave the company. You have 90 days after you're laid off to ask for compensation. If you don't ask for compensation within 90 days, you may lose your right to ask for compensation. You must ask for compensation before you leave the company. You have 90 days after you're laid off to ask for compensation. If you don't ask for compensation within 90 days, you may lose your right to ask for compensation.

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

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

- (a) You must have made the purchase in your home state or, if you within your home state within 100 miles of your current mailing address, and

(b) The purchase price must have been more than \$50.  
Those limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

M-333704

01/00  
29R9BTc-33704

01/00

29R9BTC-33704

**M-33704**

# Cardmember Agreement

all Courts and unseal

Convenience. Use the enclosed return envelope to send us your reply. If you do not wish to use the enclosed return envelope, please print your name and address on the back of the envelope. We will send suggestions and any other notices to you at the address shown on the return label. If you do not wish to receive any notices, we can send suggestions and notices to others of your choice. You promise to promptly inform us in writing of any change in your address. We may use our database to send you corrections from the United States Postal Service.

Personal Service. Transcendental We and MasterCard or Visa (or their affiliates) will convert transactions in foreign currencies and U.S. Dollars. MasterCard or Visa will use their discount/currency conversion price. We will not be responsible for any loss or damage to your account or any other financial instrument that may be affected under these terms.

**During This Agreement:** We can at any time change this Agreement, including the ANNUAL FEE/CREDIT, and we will notify you by mail or e-mail. If we do so, you must agree to the new terms before we can continue to provide you with our services. If you do not agree to the new terms, you may cancel your subscription at any time without penalty. You may also cancel your subscription at any time without penalty.

[illegible][illegible][illegible][illegible]

**Include Or Question:** You may address any questions or wish postcard to: U.S. Bank, 14-A, P.O. Box 8865, Minneapolis, Minnesota 55468-8865, or you may telephone or telexed of writing, you may use certain signs the the gives you to indicate filing errors (see "Filing Rights").

**FIRST USA.**

**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 SHAGNAV  
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.

Exhibit C  
CHASE

Jul 30 2007

Page 2 of 3  
Statement for account number: 4417 1286 8490 1976  
New Balance \$22,490.85 Payment Due Date 01/09/08 Past Due Amount \$3,903.00 Minimum Payment \$4,199.00

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

441712868490197600419900022490850000000

07222 BEX 2 84005 D  
JAMI L SHAGINAW  
16 TOWER LANE  
DU BOIS PA 16801-1165



CARDMEMBER SERVICE  
PO BOX 15153  
WILMINGTON DE 19886-5153



⑆500016028⑆ 22186849019765⑈



Statement Date: 11/16/05 - 12/16/05  
Payment Due Date: 01/09/08  
Minimum Payment Due: \$4,199.00  
CUSTOMER SERVICE  
In U.S. 1-800-845-2000  
Español 1-888-448-3308  
TDD 1-800-256-8060  
Outside U.S. call collect 1-302-594-8200

#### VISA ACCOUNT SUMMARY

Account Number: 4417 1286 8490 1976 ACCOUNT INQUIRIES

Previous Balance	\$21,905.22	Total Credit Line	\$39,600	P.O. Box 15296
Purchases, Cash, Debits	+\$39.00	Available Credit	\$11,009	Wilmington, DE 19850-5296
Finance Charges	+\$548.63	Cash Access Line	\$18,750	PAYMENT ADDRESS
New Balance	\$22,490.85	Available for Cash	\$11,009	P.O. Box 15163

VISIT US AT:  
[www.chase.com/creditcards](http://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	\$548.63	\$0.00	\$548.63
Cash advances	V .08217%	29.99%	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges						\$548.63

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](http://www.chase.com/creditcards)  
It's fast, secure, and free!

This Statement is a Facsimile - Not an original

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

**E-mail Address:** \_\_\_\_\_

[illegible]

**Checks Cleared Electronically.** We reserve the right to electronically cut your eligible payment checks, at your presentment and any repräsentment, from the bank account on which the check was drawn. Our receipt of your payment check by email authorization for us to collect the amount of the check electronically by debiting your bank account against the bank account. Checks will be posted electronically by adding the check amount drawn onto the debit, resulting in a account no return to your bank. To avoid account fees to be debited as early as the next day receive your payment. The original check will be destroyed and as

Complete! Payment by any payment check or other form of payment that you mail us by less than the full value or that is marked "paid in full" contains a similar notation, or that you otherwise intend to satisfaction of a disputed amount, must be sent to Carl Services, Inc., P.O. 15043, Pittsburgh, PA 15250-5043. We reserve all our rights regarding these payments (A, B, C, D, E) to determine there is no valid dispute or if any such check is received at any other address, we may accept the check and you will owe any remaining balance. We may refuse to accept any such payment by returning it to you, and cashing it or cashing it by. All other payments that you make should be sent to the appropriate payment address.

**Annual Renewal Notice:** If your account is in good standing, it will be billed each year or 12 monthly installments as shown on your account, and you agree to pay it when billed. The actual fee is non-refundable as long as you notify us first you wish to close your account within 30 days of the date you receive your statement on which the fee has been charged, and at the very first day of your outstanding balance is full. Your payment of the actual fee does not affect our ability to close your account and to limit your right to make transactions on your account. If your account is closed by you or we, we will continue to charge the actual fee until you pay your outstanding balance in full and terminate your account in whole.

the idea of *Praxis* is to bring the absolute periodicity changes, using the explicit periodicity, to the rate structure explicitly for each state's rate. Hence, we can calculate the rate and cost of each state's (direct transaction), purchase, balance transfer, cash advance, interest charges or overall average. These calculations are shown in the categories in the same daily periodic rate. It is a "V" and is a periodic rate on the statement, but rate may vary, and the lender and regulator need to determine the rate and its corresponding APR. An example of your credit agreement is presented. There is a minimum finance charge is charged to you in which you may get periodic finance charges in a transaction. The lender charges for each balance transfer, cash advance or direct transaction. In the amounts listed in your Creditcardholder's Agreement.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each month, add any new transactions or other debits (including fees, interest 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 the transaction occurred, or a later date of the billing cycle (except that check transactions

[illegible]

To get your total periodic income change for a billing cycle when a daily constant credit applies, on each day of the billing cycle, multiply the daily constant credit by the number of days in the billing cycle, and divide by the number of days in the applicable billing cycle. If you multiply the average daily balance for each month by the applicable daily periodic rate, and then multiply each of these results by the number of days in the applicable billing cycle, and then add all of the results together, the total will also equal the periodic income change for the billing cycle, except for minor variations due to rounding. To get your total periodic income change for a billing cycle when a daily variable periodic credit applies, multiply the daily variable periodic credit for each day of the applicable billing cycle by the number of days in the billing cycle, and then add all of the results together. The total will equal the periodic income change for the billing cycle, except for minor variations due to rounding.

Grace Period (at least 28 days): If we receive periodic finance charges on a transaction, let's say finance charges from the date it is added to your daily balance and payment is not received on your account. However, we do not charge periodic finance charges on any purchases made during a billing cycle if we receive both a payment of your full balance on your current date next by the date and time your payment is due and also your payment of your full balance on your payment statement by the date and time your payment was due. There is no grace period for billiard strikers, cash advances, cash transactions, or overdraft charges for the billing cycle, except for those made in violation of the above charges.

**Grace Period for Qualifying Prearranged Payments:** You will not incur periodic finance charges on a qualifying prearranged balance if you pay that balance in full by the specified anniversary date. To avoid incurring charges on a purchase with your Visa Signature credit card, qualified prearranged balances, you pay your full Visa Signature credit card qualifying prearranged balance by the date and time your payment is due. However, if you do not meet these due a minimum payment is due. It is most useful to limit total minimum payment by the first card due condition on your statement, even if you only have accounts of qualifying

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 at a corporate address at P.O. Box 13399, Washington, DC 20003-3399. As soon as possible. We must hear from you no later than 60 days after we send you the bill on which the error or problem appeared. You use telephone bills, but doing so will not preserve your rights.

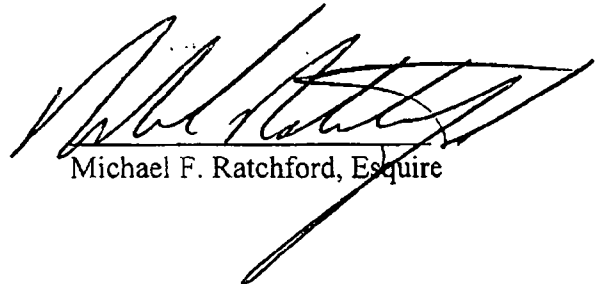
- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe that is an error. If you have more information, describe the item you are unsure about.

You do not have to pay any amount in quarters while you are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your situation, we will continue to bill you as delinquent on this action to reflect the amount you owe. If you have authorized us to pay your credit card bill automatically from 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 Cardholder Service) add stop or wrong number shown on this statement must reach us at least three business days before the automatic payment is scheduled to occur.

**Step 4: Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services I had you purchased and I could not, according to purchase made with a credit card, you have tried to good faith to correct the problem with the merchant, you may still have to pay the remaining amount due on the goods or services. You have to provide in a written letter the purchase price was more than \$50 and I the purchase was made in your home state within 100 miles of my mailing address. These limitations do not apply if we own or operate the store(s) at, or if you mailed you the merchandise for the property or services.

**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

Plaintiff

vs.

JAMI L SHAGINAW

Defendant

:  
: CIVIL DIVISION

:  
: NO: 07-1973-CD

**FILED**

m 1:35p.m GK

**AUG 08 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

ATTY PAID 20.00  
ICC & Statement  
to Atty  
ICC & Notice to  
Def Jamie  
Shaginaw -  
201 Grant St.,  
Reynoldsville  
PA 15851

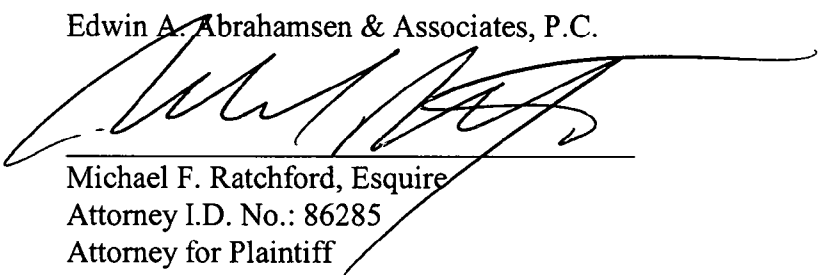
(GK)

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

**TO THE CLERK OF JUDICIAL RECORDS:**

Kindly enter judgment by default for failure to respond to Plaintiff's Complaint in the amount of \$25,105.71, which includes reasonable attorneys' fees. Notice of the intent to file a default judgment was served upon the Defendant on June 13, 2008. A copy of the Notice of Intent to Take Default Judgment is attached hereto and marked Exhibit "A."

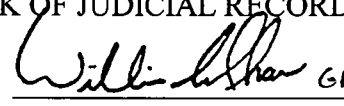
Edwin A. Abrahamsen & Associates, P.C.

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

**JUDGMENT**

AND NOW, this 8<sup>th</sup> day of August, 2008 Judgment is hereby entered in favor of the Plaintiff and against the Defendant in the amount of \$25,105.71, which includes reasonable attorneys' fees for failure to respond to Plaintiff's Complaint.

CLERK OF JUDICIAL RECORDS

 GK

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

J.

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  
:  
:

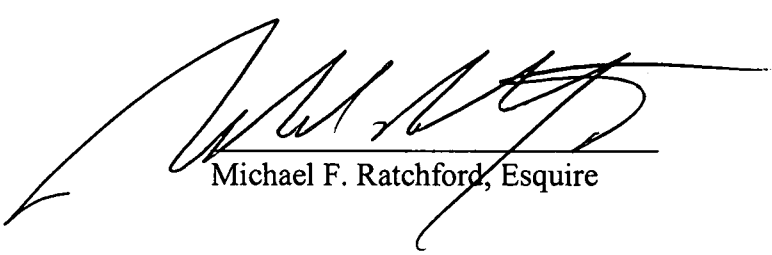
: AFFIDAVIT UNDER SOLDIERS AND SAILORS  
: RELIEF CIVIL RELIEF ACT OF 1940 AS  
: AMENDED  
:

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;

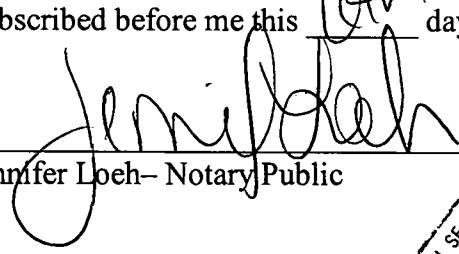
That the employment status of the defendant(s): JAMI L SHAGINAW; is(are) unknown.

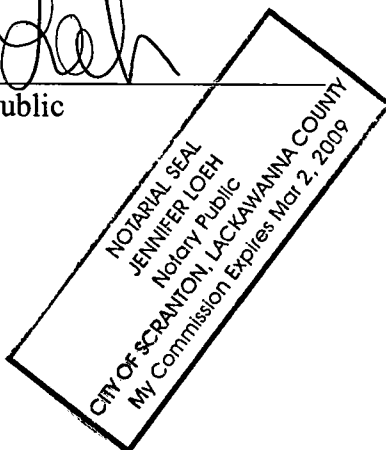
  
Michael F. Ratchford, Esquire

Subscribed before me this

10th day of

August 20 08

  
Jennifer Loeh-- Notary Public





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

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

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

vs.

JAMI L SHAGINAW

Defendant

:  
: CIVIL ACTION

:  
: NO: 07-1973-CD

:  
:  
:  
:  
:  
:

---

**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 PA.R.C.P. 237.1(a)(2)**

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

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

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

Jefferson County Sheriffs  
200 Main St.  
Brookville, PA 15825

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

Plaintiff

vs.

JAMI L SHAGINAW

Defendant

:  
: CIVIL ACTION

:  
: NO: 07-1973-CD

---

**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

Real Debt: \$25,105.71

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

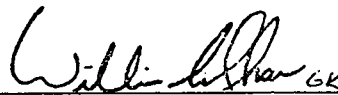
Date of Entry: 8th Day of August, 2008

Expires: 8th day of August, 2013

Vs.

Jami L. Shaginaw  
Defendant

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

COPY

**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

NO: 07-1973-CD

vs.

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA

Garnishee

PRAECIPE FOR WRIT OF EXECUTION AND  
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

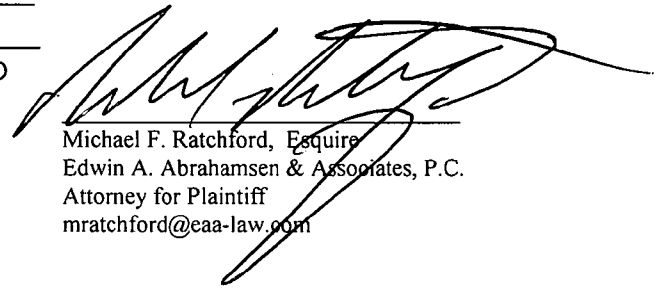
Garnishee(s),

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>\$</u>

Add'l Prothonotary costs 112.00

Date: December 8, 2008

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

**FILED** Any pd. 23.00  
DEC 10 2008 acc & lowrits  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)

**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

Defendant

:  
:  
: NO: 07-1973-CD

vs.

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA

Garnishee

:  
:  
: WRIT OF EXECUTION (Money Judgment)

---

**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

NO: 07-1973-CD

vs.

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA

Garnishee

WRIT OF EXECUTION AND ATTACHMENT  
  
(MONEY JUDGMENT)

---

**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. Ss 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  
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

WRIT OF EXECUTION AND ATTACHMENT

vs.

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA

Garnishee

(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: \_\_\_\_\_  
(seat)

  
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	\$

 **Prothonotary costs** 112.00  
Clerk of Judicial Records 12/10/08

\_\_\_\_\_  
Sheriff / Deputy

Unifund CCR Partners  
10625 Techwoods Circle  
Cincinnati, OH 45242

Plaintiff

vs.

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

Defendant

vs.

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA

Garnishee

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

NO: 07-1973-CD

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;

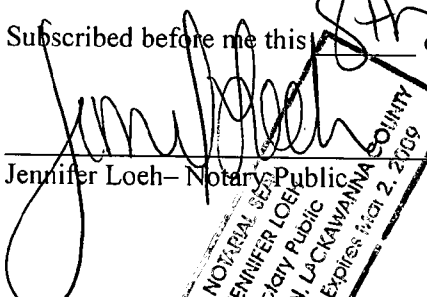
That the employment status of the defendant(s): JAMI L SHAGINAW; is(are) unknown

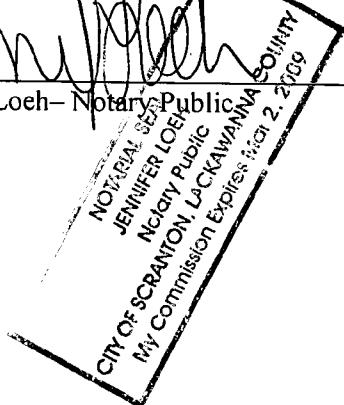
  
Michael F. Ratchford, Esquire

Subscribed before me this

day of

Dec 20 08

  
Jennifer Loeh - Notary Public



**FILED**  
DEC 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Unifund CCR Partners  
10625 Techwoods Circle  
Cincinnati, OH 45242

Plaintiff

vs.

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

Defendant

vs.

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA

Garnishee

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

NO: 07-1973-CD

INTERROGATORIES IN ATTACHMENT

**FILED** <sup>2cc</sup>  
<sup>mtg 12/10/08</sup>  
**DEC 10 2008** Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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) as 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 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.
- 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 your 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) 558-3510

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

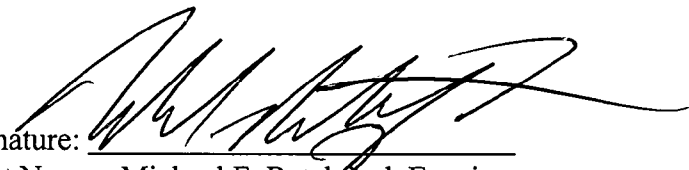
Garnishee

---

Praeipice 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) 558-5510 Ext. 120  
Supreme Court ID No: 86285

FILED <sup>no cc</sup>  
DEC 10 2008 <sup>mt 12:11/24</sup> (GK)

4 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

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

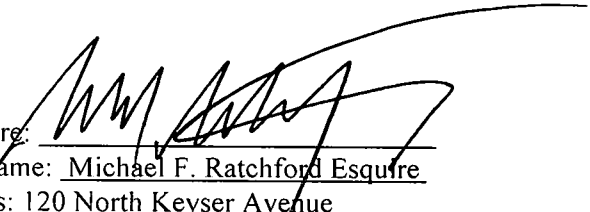
Garnishee

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Praeipce for Entry of Appearance

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

Date: July 28, 2010

Signature:   
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 CC  
M110384  
JUL 28 2010  
William A. Shaw  
Prothonotary/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

NO: 07-1973-CD

**FILED**

MT:0581  
AUG 26 2010

William A. Shaw  
Prothonotary/Clerk of Court

Any pd. \$20.00

ICC @ 6 wnts  
to Sheriff

(60)

vs.

PRAECIPE FOR WRIT OF EXECUTION AND  
ATTACHMENT

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

Garnishee

(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**
- (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),

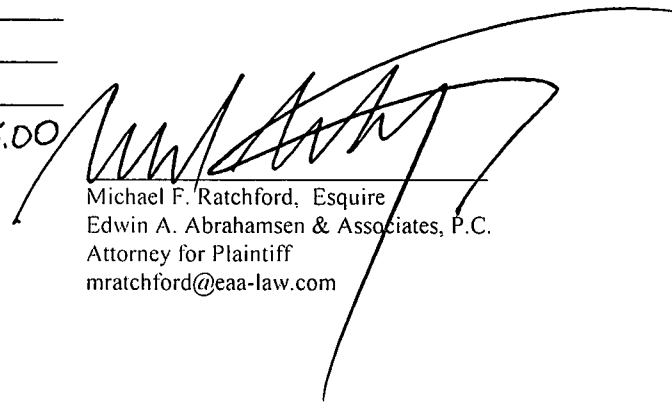
as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s), **any and all accounts of the defendant(s), in the possession of Garnishee, including but not limited to savings account balances; checking account balances; Certificates of Deposit; Money Market Accounts; 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

Date: July 28, 2010

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

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 30<sup>th</sup> day of July 2010

  
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

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  
:

:  
: 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

:  
:  
: NO: 07-1973-CD  
:  
:

vs.

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

Garnishee

:  
: WRIT OF EXECUTION AND ATTACHMENT  
:  
: (MONEY JUDGMENT)  
:  
:

---

**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:

---

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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

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 account(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 your 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  
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. Ss 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. Snavelly-Dixon*

Mary M. Snavelly-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

COPY

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

WRIT OF EXECUTION AND ATTACHMENT

vs.

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

Garnishee

(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	\$25,105.71
Interest	\$3,994.90
Clerks Fee	\$
Sheriff	\$
Poundage	\$
Total	\$

**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/  
INTERROGATORIES TO  
GARNISHEE

TO: MEMBERS CHOICE PA-FCU, Garnishee

**SHERIFF'S RETURN**

NOW SEPTEMBER 7, 2010 MAILED THE WITHIN:  
WRIT, WRIT NOTICE, CLAIM/EXEMPTION, INTERROGATORIE, 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**  
10/3/21/321  
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

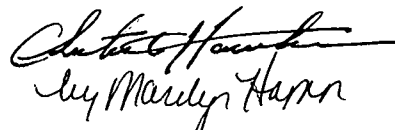
RETURN COSTS

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

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2010

So Answers,



Chester A. Hawkins  
Sheriff

**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.

JAMIL 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

:  
:  
: WRIT OF EXECUTION (Money Judgment)  
:  
:  
:

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**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. Ss 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  
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.

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

Garnishee

WRIT OF EXECUTION AND ATTACHMENT  
  
(MONEY JUDGMENT)

---

**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  
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

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 account(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.

By   
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

NO: 07-1973-CD

vs.

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

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;  
**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. Hays

Sheriff / Deputy

Received this writ this 26 day  
of August A.D. 2010  
At Clear A.M. (P.M.)  
Chester A. Hampers  
Sheriff by Maury Harris

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.

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

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;

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

Judgment Amount	\$25,105.71
Interest	\$3,994.90
Clerks Fee	\$
Sheriff	\$
Poundage	\$
Total	\$

**Prothonotary costs** 155.00

Clerk of Judicial Records William L. Shaffer

Sheriff / Deputy

Received this writ this 26 day  
of August 2010  
At 13:00 P.M.  
Chester A. Hawley  
Sheriff by Mandy Harris

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

WRIT OF EXECUTION AND ATTACHMENT

vs.

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

Garnishee

(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**

(I) 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	\$25,105.71
Interest	\$3,994.90
Clerks Fee	\$
Sheriff	\$
Poundage	\$
Total	\$

Prothonotary costs 155.00

Clerk of Judicial Records Willie L. Hays

Sheriff / Deputy

Received this writ this 26 day  
of August 2010  
At 3:00 PM  
Clara A. Housh  
Sheriff Clara A. Housh

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

WRIT OF EXECUTION AND ATTACHMENT

vs.

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

Garnishee

(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	\$25,105.71
Interest	\$3,994.90
Clerks Fee	\$
Sheriff	\$
Poundage	\$
Total	\$

Prothonotary costs 155.00

Clerk of Judicial Records

Sheriff / Deputy

Received this 26 day  
of August 2010  
At 3:00  
Chester A. Hamlin  
Sheriff  
by Marilyn Hamlin

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

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

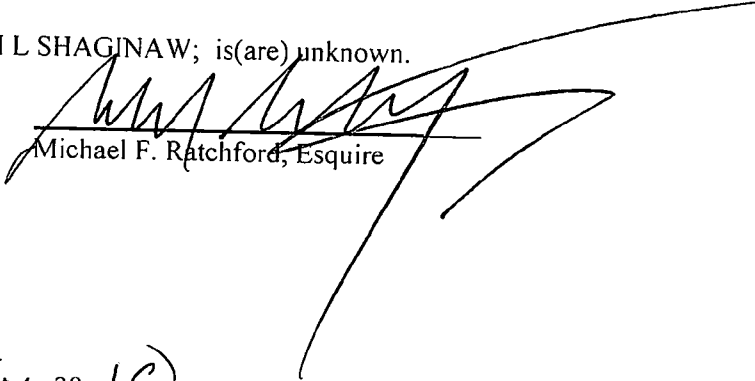
AFFIDAVIT UNDER SOLDIERS AND SAILORS  
RELIEF CIVIL RELIEF ACT OF 1940 AS  
AMENDED

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 30<sup>th</sup> day of July 2010

  
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  
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

---

**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.

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

---

**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

NO: 07-1973-CD

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.

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

---

**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 \_\_\_\_\_

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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

SERVICE # 1 OF 2

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

William A. Shaw  
Deputy 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:

Jerome M. Nerlich  
Deputy Signature

Jerome M. Nerlich  
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

NO: 07-1973-CD

vs.

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

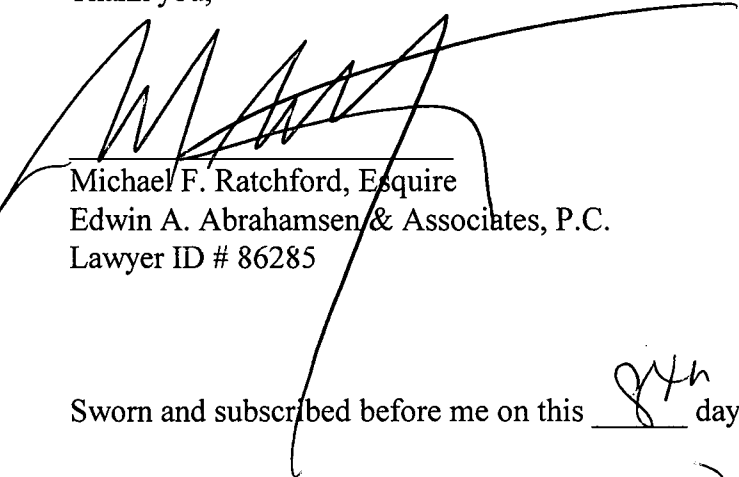
Garnishee

Praeipce to Dissolve the Attachment against  
Garnishee

To the Prothonotary of CLEARFIELD County Pennsylvania:


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

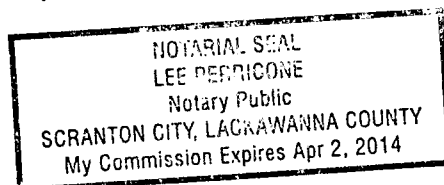
Thank you,

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

5 **FILED** \$7.00 Atty  
m/11:42am ICC Atty  
MAR 14 2011 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  
07-1973-CD  
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 ATTORNEYS 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

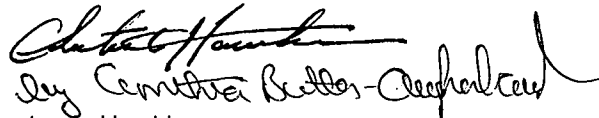
SHERIFF RETURN

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SHERIFF HAWKINS \$120.00

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

  
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

WRIT OF EXECUTION AND ATTACHMENT

vs.

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA

Garnishee

(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	\$

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.

Charles A. Hawkins  
Sheriff by Antonia B. Bercowich

**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	9.00
SERVICE	
MILEAGE	20.90
LEVY	
MILEAGE	20.90
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.68
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	14.52
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	15.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$120.00</b>

DEBT-AMOUNT DUE	25,105.71
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	23.00
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	30.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,531.10
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$26,921.81</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	120.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	112.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$232.00</b>
<b>TOTAL COSTS</b>	<b>\$26,921.81</b>

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