

08-103-CD
Remit Corp. vs William Shimmel

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.
WILLIAM S. SHIMMEL,
Defendant

: CIVIL-LAW
: DOCKET NO. 2008-103-CO

FILED

JAN 22 2008

12:40 PM
William A. Shaw
Prothonotary/Clerk of Courts
Court to Party
Shaw

NOTICE TO DEFENDANT

TO THE DEFENDANT:

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Pennsylvania Lawyer Referral Service
100 South Street, PO Box 186
Harrisburg, PA 17108
800-692-7375
717-238-6807

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
814-765-2641 ext. 50-51


LAURINDA J. VOELCKER, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :
Assignee of Unifund CCR, :
Plaintiff :
:
vs. : CIVIL-LAW
:
WILLIAM S. SHIMMEL, : DOCKET NO.
Defendant :
:

COMPLAINT

The Plaintiff, Remit Corporation, by and through its attorney Laurinda J. Voelcker, Esquire, hereby files this Complaint of which the following is a statement:

1. The Plaintiff, The Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.
2. The Defendant, William S. Shimmel, is an adult individual residing at 115 Bailey Settlement Hwy, Clearfield, Clearfield County, Pennsylvania 16830.
3. Defendant obtained a First USA Bank credit card on or about January 29, 2002, from Bank One Corporation, (hereinafter "original creditor"), Account number 4417 1260 7819 3168. Bank One Corporation was subsequently acquired by Chase Bank USA, National Association.
4. Unifund CCR Partners purchased the account of William S. Shimmel from Chase Bank USA, National Association. A copy of the Affidavit of Indebtedness is attached hereto and labeled as Exhibit B.

5. Defendant used the extended credit leaving an unpaid balance of \$13,821.82 with interest continuing to accrue at 6.00% per annum.
6. Defendant's last payment on this account was made on or about January 30, 2005.
7. To date the balance is \$12,245.86 principal and \$1,575.96 interest for a total of \$13,821.82.

COUNT 1

BREACH OF EXPRESS CONTRACT

8. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.
9. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on his/her account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$13,821.82.
11. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charged for the same or the costs incurred.
12. Defendant is indebted to the Plaintiff in the amount of \$13,821.82. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.
13. Defendant's failure to pay is a breach of the express written agreement between the Defendant and original creditor. Pursuant to Pa.R.C.P. No. 1019(i), a copy of the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$13,821.82 together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT II

BREACH OF IMPLIED CONTRACT

14. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

15. It is averred, in the alternative, in the paragraphs set forth above, if an express contract between original creditor and Defendant did not exist, that a contract implied by fact or implied within the law exists.

16. At all times relevant hereto, Defendant was aware that the original creditor was extending credit services to Defendant and that the original creditor expected to be paid for the Defendant's use of this credit.

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to Defendant's benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$13,821.82.

19. In breach of the implied contract, Defendant has failed and refused to pay the outstanding sum for the credit card use and the same is now due and owing.

20. The Defendant has failed and refused to pay the aforementioned sum despite frequent demand to do so.

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of \$13,821.82.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against Defendant in the amount of \$13,821.82, together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERUIT/UNJUST ENRICHMENT

22. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

23. Original creditor provided the extension of credit as set forth above with the expectation of receiving payment for all use of this credit including, but not limited to, purchases, cash advances, balance transfers, fees and interest.

24. The credit extended by original creditor benefited Defendant.

25. The Defendant will be unjustly enriched if Defendant is allowed to retain the benefit resulting from Defendant's use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from the original creditor's provision of credit.

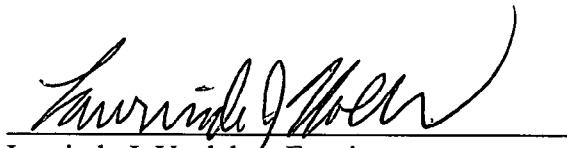
26. The original creditor was not a volunteer in providing the credit services set forth above and the Defendant understood that original creditor was entitled to compensation based upon Defendant's use of the credit card.

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is \$13,821.82.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$13,821.82 from the Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of \$13,821.82 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

Respectfully submitted,



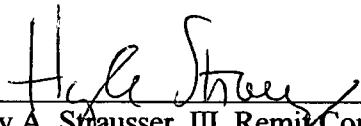
Laurinda J. Voelcker
Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-6470

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are subject to the penalties of 18 Pa.C.S. sec.

4904 relating to unsworn falsification to authorities.



Harry A. Stausser, III, Remington Corporation

ASSIGNMENT OF CLAIM
PURSUANT TO
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:
Unifund CCR Partners

assigns to:
The Remit Corporation

doing business at:
**36 W Main Street
PO Box 7
Bloomsburg, PA 17815**

a debt due to the undersigned from:
**SHIMMEL, WILLIAM S # 451561
4417126078193168**

for the sum of **\$13,821.82** arising from unpaid credit card services with interest accruing at **6.00% per annum.**

The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

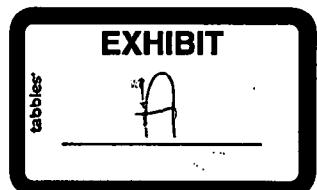
The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 8th day of

November, 2007.



Authorized Signature - Joseph Lutz
Unifund CCR Partners



AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

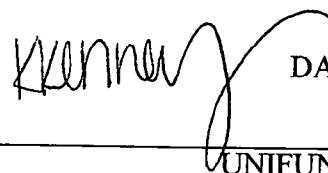
Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal 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 WILLIAM S SHIMMEL, Account Number 4417126078193168, the amount of \$13821.82.

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 REMIT Corporation, 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.

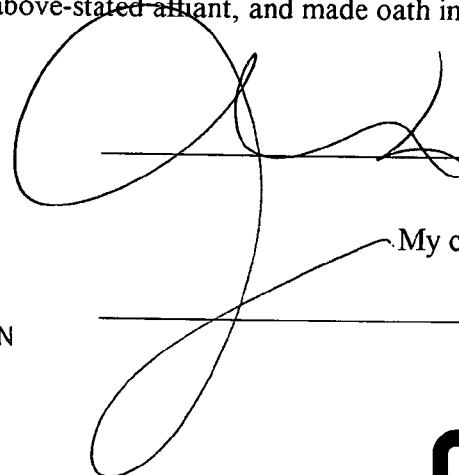

DATED this 10/15/2007

UNIFUND CCR PARTNERS

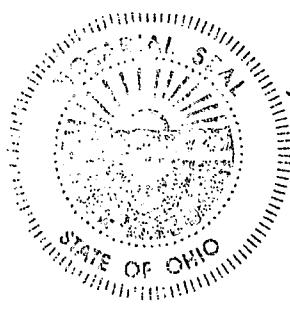
By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 10/15/2007, 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

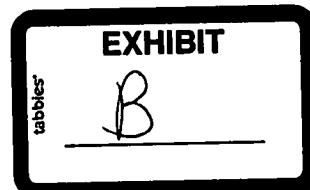


Table of Interest Charges

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 used in determining your Periodic FINANCE CHARGE on Cash Advances is a variable rate. The Daily Periodic Rate will be calculated on the second day (or each day) of each business day of each month (a "Determination Date") and, subject to the minimum rates described below, will equal 1/1200 of the sum of (1) the Prime Rate listed in the Money Rates section of The Wall Street Journal on the applicable Determination Date, plus (2) as applicable, 4.59%, for Purchases and previous Billing cycle Purchases and 11.49% for Cash Advances. If more than one Prime Rate is listed in The Wall Street Journal on any Determination Date, then the Daily Periodic Rate will be determined using the highest listed rate. The Prime Rate is the base rate used in this agreement as a pricing index to calculate all variable APRs and does not necessarily represent the one financial institution that is used in this agreement.

The Prime Rate is no longer available in The Wall Street Journal, we will make a reasonable index used by your Account (including balance) and used in the calculation of Periodic FINANCE CHARGES on the first day of your billing cycle that includes the Determination Date. The ANNUAL PERCENTAGE RATE corresponds to the Daily Periodic Rate at each Determination Date will be the Daily Periodic Rate multiplied by 365.

As of APR, 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 0.0707%, corresponding to Minimum ANNUAL PERCENTAGE RATE of 1.69% and the minimum Daily Periodic Rate for Cash Advances is 0.0495%, corresponding to Minimum ANNUAL PERCENTAGE RATE of 10.99%. Any increase or decrease in the Daily Periodic Rate will cause a corresponding increase or decrease in the amount of Periodic FINANCE CHARGE assessed on Purchases and previous Billing cycle Purchases, but the first 9 billing cycles following the opening of your Account (the "Introductory Period") is fixed rate of 0.0707%, corresponding to an ANNUAL PERCENTAGE RATE of 1.69%. After that, the Standard Rate will apply.

FOR ADJUSTED RATES FOR LATE PAYMENT: SEE "FINANCE CHARGES FOR LATE PAYMENT"

Card Advance	FINANCE CHARGE
ATM Cash Advance	5% of Cash Advance (with a minimum of \$10.00) (with a maximum of \$15.00)
All Other Cash Advances	5% of Applicable transaction (with a minimum of \$4.00)
Transaction	
FINANCE CHARGE	5% of Applicable transaction (with a minimum of \$4.00)
Balance Transfer	5% of applicable transaction (with a minimum of \$5.00) (maximum of \$55.00)
FINANCE CHARGE	
Minimum FINANCE CHARGE (if any Finance Charge is payable for a monthly billing cycle)	\$1.00
Annual Membership Fee	
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 Merchant Sale Slip	\$3.00
Duplicate Copy of Monthly Billing Statement	\$3.00
Additional Credit Card (in excess of 2)	\$5.00

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

If you do not pay at least the Minimum Monthly Payment by the Payment Due Date two times during any 5 month period, the Daily Periodic Rate for all balances will change to an adjusted rate of 0.0707%, corresponding to an ANNUAL PERCENTAGE RATE of 1.69%. The 1.69% 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 review date on which it is determined that (1) at least the Minimum Monthly Payment has been received by the Payment Due Date shown on your statement each month during the 6-month period preceding such review date and (2) your Account was continually open and eligible to change during the 6-month period preceding such review date. Accounts whose rates are reduced will be subject to a subsequent increase should future payments be missed in the manner described in this section.

INFORMATION SHARING

Affiliate Information Sharing: We may share information related to or derived from transactions and experiences about you and your First USA/Bank One relationship among affiliated BANK ONE CORPORATION companies (including First USA) and others permitted to do so by law. We may also share other credit, employment and any other information with affiliates unless you prohibit us from doing so by writing to us at First USA, P.O. Box 8815, Wilmington, Delaware 19899-8815. 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 with third parties in order to make available to you products and services we think you will like. Before doing so, we will carefully review those companies' and their practices to make sure they meet our standards. You may request that your name not be given to them by writing to us at First USA, P.O. Box 8815, Wilmington, Delaware 19899-8815. 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/go/privacy>.

KEEP THIS NOTICE FOR PAST USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. For more information about First USA's information handling policies, visit us on the web at <http://www.firstusa.com/go/privacy>

NOTICE TO CONSUMERS 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 on a separate sheet at First USA, Bank, N.A., P.O. Box 8770, Wilmington, Delaware 19899-8770. Write 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 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 sum 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 did make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount, even if your bill was correct.

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 30 days following our bill, we must tell you the reason for any late payment report to us. We must tell anyone we report you to that you have a question about your bill, and we must tell you the reason for any late payment report to us. We must tell anyone we report you to that the matter has been settled between us which is finally.

If we don't follow these rules, we can't collect the first \$60 of the questioned amount, even if your bill was correct.

If you have a problem with the quality of property or service that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or 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 \$10.

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

Agreement

529922

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :
Assignee of Unifund CCR, :
Plaintiff :
:
vs. : CIVIL-LAW
:
WILLIAM S. SHIMMEL, : DOCKET NO.
Defendant :
:

AFFIDAVIT OF NON-MILITARY SERVICE

**The Defendant is not now in the Military Service, as defined in the Soldier's and
Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within
thirty days hereof.**

Dated this 22nd day of December, 2007



Laurinda J. Voelcker, Esquire
Attorney For Remit Corporation
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
(570) 387-1873

Department of Defense Manpower Data Center

NOV-12-2007 08:36:25



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SHIMMEL	WILLIAM S		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

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 Military.

Mary M. Snavely-Dixon

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

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

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly 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 active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further 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 current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:BLJJUJMLHEL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,	:
Assignee of Unifund CCR,	:
Plaintiff	:
	:
vs.	: CIVIL-LAW
	:
WILLIAM S. SHIMMEL,	: DOCKET NO.
Defendant	:

CERTIFICATION OF ADDRESSES

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Remit Corporation
36 West Main Street
Bloomsburg, PA 17815

Defendant: William S. Shimmel
115 Bailey Settlement Hwy
Clearfield, PA 16830

Respectfully submitted,



Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-6470

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

:
:
:
:
:
: CIVIL-LAW
:
: DOCKET NO. 2008-103-CO

FILED

JAN 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

CRIM. TO ATTORNEY
S14A

ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of Remit Corporation, Plaintiff, in the
above captioned matter.

Respectfully Submitted,
THE REMIT CORPORATION


LAURINDA J. VOELCKER, ESQUIRE
Attorney No. 82706
36 W Main St
Bloomsburg, PA 17815
(570) 387-1873

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103666
NO: 08-103-CD
SERVICE # 1 OF 1
COMPLAINT; ENTRY OF APPEARANCE

PLAINTIFF: REMIT CORPORATION, Assignee
vs.
DEFENDANT: WILLIAM S. SHIMMEL

SHERIFF RETURN

NOW, February 06, 2008 AT 9:59 AM SERVED THE WITHIN COMPLAINT; ENTRY OF APPEARANCE ON WILLIAM S. SHIMMEL DEFENDANT AT RESIDENCE 115 BAILEY SETTLEMENT HWY., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WILLIAM SHIMMEL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT; ENTRY OF APPEARANCE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	8338	10.00
SHERIFF HAWKINS	THE REMIT CORP	8338	26.00

FILED

013:20 cm
MAY 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Marilyn Haskin*

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :
Assignee of Unifund CCR, :
Plaintiff :
vs. : CIVIL-LAW
WILLIAM S. SHIMMEL, : DOCKET NO. 2008-103-CD
Defendant :
:

PRAECIPE FOR JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment against Defendant in the above captioned matter as follows:

Real debt	\$13,821.82
Attorney Fees	\$ 3,061.47
Costs	\$ 131.00
Default judgment	\$ 20.00
Interest from Jan 22, 2008	\$ 345.55
<hr/>	
Total:	\$17,379.84

Kindly assess damages against Defendant in the sum of \$17,379.84 plus continuing interest at the statutory rate of 6%.

BY: 

Laurinda J. Voelcker, Esquire
Attorney for Plaintiff

FILED Atty pd. \$20.00
M 11:40 AM JUN 12 2008 ICC & Notice to
Def.

William A. Shaw
Prothonotary/Clerk of Courts
2CC & Statement
to Atty
(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

COPY

REMIT CORPORATION, :
Assignee of Unifund CCR, :
Plaintiff :
:
vs. : CIVIL-LAW
:
WILLIAM S. SHIMMEL, : DOCKET NO. 2008-103-CD
Defendant :
:

TO: William S. Shimmel
115 Bailey Settlement Highway
Clearfield, PA 16830

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Judgment by Default

Money Judgment

Judgment in Replevin

Judgment of Possession

Judgment on Award on Arbitration

Judgment on Verdict

Judgment on Court findings

William Shimmel 6/12/08
BA

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: LAURINDA J. VOELCKER, ESQUIRE

AT THIS TELEPHONE NUMBER: 570-387-1873

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :
Assignee of Unifund CCR, :
Plaintiff :
:
vs. : CIVIL-LAW
:
WILLIAM S. SHIMMEL, : DOCKET NO. 2008-103-CD
Defendant :
:

CERTIFICATION OF TEN (10) DAY NOTICE

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

I, LAURINDA J. VOELCKER, ESQUIRE, hereby swear and certify that I served a copy of the Ten (10) Day Notice by regular mail to Defendant on May 21, 2008.

BY: 

Laurinda J. Voelcker, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :
Assignee of Unifund CCR, :
Plaintiff :
:
vs. : CIVIL-LAW
:
WILLIAM S. SHIMMEL, : DOCKET NO. 2008-103-CD
Defendant :
:

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

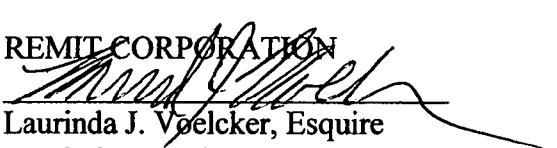
TO: William S. Shimmel DATE OF NOTICE: **May 21, 2008**
115 Bailey Settlement Highway
Clearfield, PA 16830

IMPORTANT NOTICE

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

Pennsylvania Lawyer Referral Service
100 South Street, PO Box 186
Harrisburg, PA 17108
800-692-7375
717-238-6807

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
814-765-2641 ext. 50-51

REMIT CORPORATION

Laurinda J. Voelcker, Esquire
Remit Corporation
PO Box 7
Bloomsburg, PA 17815
570-387-1873

Mailed to:
William S. Shimmel
115 Bailey Settlement Highway
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :
Assignee of Unifund CCR, :
Plaintiff :
:
vs. : CIVIL-LAW
:
WILLIAM S. SHIMMEL, : DOCKET NO. 2008-103-CD
Defendant :
:

AFFIDAVIT OF NON-MILITARY SERVICE

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

Dated this 9th day of June, 2008



Laurinda J. Voelcker, Esquire
Attorney For Remit Corporation
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
Telephone: (570) 387-1873
Fax: (570) 387-6474

Department of Defense Manpower Data Center

JUN-06-2008 09:47:09



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SHIMMEL	William S.		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

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 Military.

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 Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly 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 active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further 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 current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **BMNNMAKJHQJ**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,	:
Assignee of Unifund CCR,	:
Plaintiff	:
	:
vs.	: CIVIL-LAW
	:
WILLIAM S. SHIMMEL,	: DOCKET NO. 2008-103-CD
Defendant	:

CERTIFICATION OF ADDRESSES

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Remit Corporation
36 West Main Street
Bloomsburg, PA 17815

Defendant: William S. Shimmel
115 Bailey Settlement Highway
Clearfield, PA 16830

Respectfully submitted,



Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
Telephone: (570) 387-1873
Fax: (570) 387-6474

EXCELSIOR FEDERAL PROBATION OFFICE (903)
1250 DEADERICKS AVENUE, BIRMINGHAM, AL

EXCELSIOR FEDERAL PROBATION
1250 Deadericks Avenue

BIRMINGHAM, AL

607

2007-06-05 12:12:00 AM (EST) (EDT)

EDT

EXCELSIOR FEDERAL PROBATION

EXCELSIOR FEDERAL PROBATION OFFICE (903) BIRMINGHAM, AL

EXCELSIOR FEDERAL PROBATION
1250 Deadericks Avenue
BIRMINGHAM, AL

EXCELSIOR FEDERAL PROBATION
1250 Deadericks Avenue
BIRMINGHAM, AL

EXCELSIOR FEDERAL PROBATION

EXCELSIOR FEDERAL PROBATION
1250 Deadericks Avenue
BIRMINGHAM, AL
334-223-1200
EXCELSIOR FEDERAL PROBATION
1250 Deadericks Avenue
BIRMINGHAM, AL

FILED
JUN 12 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

COPY

Remit Corporation
Unifund CCR
Plaintiff(s)

No.: 2008-00103-CD

Real Debt: \$17,379.84

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William S. Shimmel
Defendant(s)

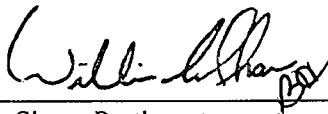
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 12, 2008

Expires: June 12, 2013

Certified from the record this 12th day of June, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION :

Plaintiff :

VS. :

WILLIAM S. SHIMMEL
Defendant :

CIVIL ACTION - LAW
NO. 2008-103-CD

ASSIGNMENT OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, that Remit Corporation in consideration of the prior contractual agreement between the parties, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, transfer, assign and make over to Unifund Corporation of 10625 Techwoods Cr, Cincinnati, Hamilton County, Ohio, 45242 (hereinafter "Unifund"), its successors and assigns, a certain Judgment recovered by Remit Corporation of 36 West Main St, Bloomsburg, Columbia County, Pennsylvania 17815, in the Clearfield Court of Common Pleas, Clearfield County, Pennsylvania, filed to docket number 2008-103-CD against Defendant, WILLIAM S. SHIMMEL, for the sum of \$13,972.82 which constitutes damages and costs of suit, plus interest at 6.00% annum from 06/12/2008, together with all the benefits and advantages that may be obtained thereby, and full power to enforce and recover the Judgment to Unifund's own use. Remit Corporation, further authorizes and Empowers the Prothonotary or any attorney on behalf of the Assignee to mark said Judgment to the Assignee's use.

FILED
2011-41-301 300
MAR 29 2010 PAF
S (D) PAF pd. 7.00
William A. Shaw
Prothonotary/Clerk of Courts

IN WITNESS WHEREOF and intending to be legally bound hereby,

Remit Corporation has executed this Assignment

this 23rd day of February, 2010.



Laurinda J. Voelcker
General Counsel
Remit Corporation

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION :
Plaintiff :
VS. : CIVIL ACTION - LAW
WILLIAM S. SHIMMEL : NO. 2008-103-CD
Defendant :
:

PRAECIPE TO MARK JUDGMENT TO USE OF ASSIGNEE

TO: PROTHONOTARY:

Please mark the Judgment entered in the above captioned case against the
Defendant(s), WILLIAM S. SHIMMEL, to and for the use of Unifund Corporation, Assignee,
as per Assignment of Judgment, a copy of which is attached hereto and made a part hereof as
Exhibit A.

DATED:

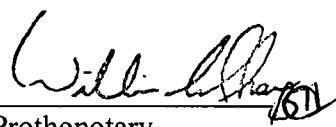
2/23/10

BY:


Laurinda J. Voelcker, Remit Corporation

JUDGMENT MARKED TO USE OF ASSIGNEE

AND NOW, to wit, this 29th day of March, 2010,
the Judgment entered in the above captioned case against the Defendant (s),
WILLIAM S. SHIMMEL, is hereby marked to and for the use of Unifund Corporation.


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION,

Plaintiff

vs.

WILLIAM S. SHIMMEL,

Defendant

vs.

CNB BANK,

Garnishee

FILED

: CIVIL ACTION - LAW

5 JUN 11 2010
M 12-0076
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to Date
2 cent to Sure
w/6 units

: NO. 2008-103-CD

**PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)**

To the Prothonotary:

Issue the Writ of Execution in the above matter,

- (1) directed to the Sheriff of Clearfield County, Pennsylvania
- (2) against William S. Shimmel, defendant; and
- (3) against CNB Bank. Garnishee;
- (4) and index this Writ in the judgment index and
 - (a) against William S. Shimmel, defendant, and
 - (b) against CNB Bank, as garnishee,

as a lis pendens against real property of the defendant in name of garnishee(s) as follows:

N/A

(5)	Amount Due:	\$17,379.84
	Interest from 06/12/08	\$ 1,911.78
	Clerks Fee:	\$ 20.00
	Sheriff:	<u>\$ 200.00</u>
	Total:	\$ 19,511.62

Prothonotary costs

\$142.00

Dated this 3rd day of June, 2010

LAURINDA J. YOELCKER, PA ID# 82706

Attorney for Plaintiff

36 West Main Street

Bloomsburg PA 17815

Phone: (570) 387-1873

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

vs.

CNB BANK,
Garnishee

FILED

JUN 11 2010

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION - LAW

NO. 2008-103-CD

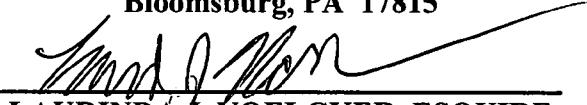
Garnishee(s): CNB Bank, 1 s. 2nd St., Clearfield, Pennsylvania 16830

WRIT OF EXECUTION

(Money Judgments)

Amount Due:	\$ 17,379.84
Interest from 06/12/08	\$ 1,911.78
Clerks Fee:	\$ 20.00
Sheriff:	\$ <u>200.00</u>
Total:	\$ 19,511.62

UNIFUND CORPORATION
36 West Main Street
P O Box 7
Bloomsburg, PA 17815


LAURINDA J. VOELCKER, ESQUIRE
PA ID# 82706

Where papers may be served:

CNB Bank, 1 S. 2nd St., Clearfield, PA 16830
William S. Shimmel, 115 Bailey Settlement HWY, Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION, :
Plaintiff :
vs. :
WILLIAM S. SHIMMEL, : CIVIL ACTION - LAW
Defendant : NO. 2008-103-CD
vs. :
CNB BANK, :
Garnishee :

WRIT OF EXECUTION MONEY JUDGMENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the Judgment, interest and costs against William S. Shimmel, 115
Bailey Settlement HWY, Clearfield, PA 16830 Clearfield County, Respondent(s);

(1) You are also directed to attach the property of the Respondent(s) not
levied upon in the possession of another, described herein to include but not limited to:

(a) any and all checking accounts, savings accounts, certificates of
deposit held in the names of William S. Shimmel (Respondent(s)) at CNB Bank, 1S. 2nd
St., Clearfield, Wayne County, PA 16830; and

(b) any and all amounts being held or controlled by Garnishee(s) to
satisfy any debt owed by Garnishee(s) to or for the account of William S. Shimmel

(c) the proceeds of any mortgage; and

(d) all property of Respondent(s) that is capable of attachment under
the Rules of Civil Procedure that is in the possession, custody or control of Garnishee and
to notify the Garnishee that

(i) an attachment has been issued:

(ii) the Garnishee is enjoined from paying any debt to or for the account of the Respondent(s) and from delivering any property of the Respondent(s) or otherwise disposing thereof;

(3) If property of the Respondent(s) not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due:	\$17,379.84
Interest from 06/12/08	\$ 1,911.78
Clerks Fee:	\$ 20.00
Sheriff:	<u>\$ 200.00</u>

Total: \$ 19,511.62

Prothonotary costs \$142.00

DATED: 6-16-10

Prothonotary



Seal of the Court

By: _____

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

vs.

CNB BANK,
Garnishee

: CIVIL ACTION - LAW

: NO. 2008-103-CD

**WRIT OF EXECUTION
NOTICE**

This paper is 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 \$300.00. 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 other rights.

If you have 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.**

Pennsylvania Lawyer Referral Service
100 South Street, PO Box 186
Harrisburg, PA 17108
800-692-7375
717-238-6807

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
814-765-2641 ext. 50-51

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 compensation
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

vs.

CNB BANK,
Garnishee

: CIVIL ACTION - LAW

: NO. 2008-103-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Respondent(s), claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,
(a) desire that my \$300 statutory exemption be
 (i) set aside in kind (specify property to be set aside in kind):

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

or

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

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

(a) my \$300 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 prompt Court Hearing to determine the exemption. Notice of the 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. Section 4904 relating to unsworn falsification to authorities.

DATE: _____

Respondent

**SHERIFF OF CLEARFIELD COUNTY
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
814-765-2641 EXT. 5986**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

vs.

CNB BANK,
Garnishee

: CIVIL ACTION - LAW

: NO. 2008-103-CD

INTERROGATORIES TO GARNISHEE

TO: CNB Bank
1 S. 2nd Street
Clearfield, PA 16830

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. If you need additional information such as a social security number, contact the attorney listed at the end of this document.

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?

2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant?

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served did the defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so what was the consideration therefor?

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

7. If you are a bank or other institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other institution, 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. § 8123? If so, identify each account.

9. If your answer to any of the above is in the affirmative, state the amount on deposit or owed or describe the property in detail and provide any other particulars of the transaction as may be relevant to this attachment.

COMPLETED BY:

Signature

Name (print)

Title

Interrogatories submitted to garnishee by:

UNIFUND CORPORATION



Laurinda J. Voecker, Esquire
Attorney for Plaintiff
PA ID # 82706
Unifund Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-1863
Fax: 570-387-6474

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION, :
Plaintiff :
: vs. : CIVIL ACTION - LAW
WILLIAM S. SHIMMEL, :
Defendant : NO. 2008-103-CD
vs. :
: CNB BANK, :
Garnishee :
:

AFFIDAVIT OF NON-MILITARY SERVICE

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments not has been in such service within thirty days hereof.

Dated this 4th day of June, 2010



Laurinda J. Voelcker, Esquire
Attorney For Plaintiff
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
Tel.(570) 387-1873
Fax(570)387-6474

Department of Defense Manpower Data Center

May-27-2010 12:46:43



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
SHIMMEL	WILLIAM		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

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

Mary M. Snavely-Dixon

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

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

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

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

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

More information on "Active Duty Status"

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

Coverage Under the SCRA is Broader in Some Cases

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

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

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

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

Report ID:EERVM1AN3C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION,	:
Plaintiff	:
	:
vs.	:
	:
WILLIAM S. SHIMMEL,	: CIVIL ACTION - LAW
Defendant	:
vs.	: NO. 2008-103-CD
	:
CNB BANK,	:
Garnishee	:

CERTIFICATION OF ADDRESSES

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Unifund Corporation
36 West Main Street
Bloomsburg, PA 17815

Defendant: William S. Shimmel
115 Bailey Settlement HWY
Clearfield, PA 16830

Garnishee: CNB Bank
1 S. 2nd Street
Clearfield, PA 16830

Respectfully submitted,



Laurinda J. Voelcker, Esquire
Attorney For Plaintiff
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
Tel.(570) 387-1873
Fax(570)387-6474

JUN 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

ISSUED 6/18/10
to SHFF & I to
RENU LT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

UNIFUND CORPORATION,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

vs.

CNB BANK, :
Garnishee

: CIVIL ACTION - LAW

: NO. 2008-103-CD

AMENDED WRIT OF EXECUTION MONEY JUDGMENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the Judgment, interest and costs against William S. Shimmel, 115
Bailey Settlement HWY, Clearfield, PA 16830 Clearfield County, Respondent(s);

(1) You are also directed to attach the property of the Respondent(s) not
levied upon in the possession of another, described herein to include but not limited to:

(a) any and all checking accounts, savings accounts, certificates of
deposit held in the names of William S. Shimmel (Respondent(s)) at CNB Bank, 1S. 2nd
St., Clearfield, Clearfield County, PA 16830; and

(b) any and all amounts being held or controlled by Garnishee(s) to
satisfy any debt owed by Garnishee(s) to or for the account of William S. Shimmel

(c) the proceeds of any mortgage; and

(d) all property of Respondent(s) that is capable of attachment under
the Rules of Civil Procedure that is in the possession, custody or control of Garnishee and
to notify the Garnishee that

(i) an attachment has been issued:

(ii) the Garnishee is enjoined from paying any debt to or for the account of the Respondent(s) and from delivering any property of the Respondent(s) or otherwise disposing thereof;

(3) If property of the Respondent(s) not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due:	\$17,379.84
Interest from 06/12/08	\$ 1,911.78
Clerks Fee:	\$ 20.00
Sheriff:	\$ <u>200.00</u>

Total: \$ 19,511.62
Prothonotary costs ~~\$142.00~~

DATED: 6-18-10

Prothonotary

Seal of the Court

By: Willa

Deputy



REMIT CORPORATION

▲ P.O. Box 7 • Bloomsburg, PA 17815-0007 ▲
▲ (570) 387-1011 • 877-REMIT IT • E-mail: remit@remitcorp.com ▲

June 14, 2010

Clearfield County Courthouse
Prothonotary
230 E Market St
Clearfield, PA 16830

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

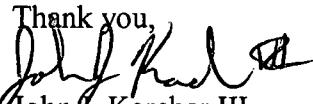
Re: Unifund Corporation v. William S Shimmel
Clearfield County Court of Common Pleas
Case No. 2008-103-CD

Dear Prothonotary:

Please find enclosed an Amended Writ of Execution Money Judgment for the writ that was previously sent with the wrong county listed in the body of the writ.

Please forward the appropriate time stamp copies to the sheriff as well as the parties that I have included self-addressed-stamped-envelopes for.

If you have any questions, please contact me at 570-387-1873.

Thank you,

John J. Karcher III
Legal Department
Remit Corporation

Enclosures

To Deputy 6/24/2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-103-CD

UNIFUND CORPORATION

vs

WILLIAM S. SHIMMEL

TO: CNB BANK, GARNISHEE

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 09/08/2010 ASNP HEARING: PAGE: 107210

DEFENDANT: CNB BANK, Garnishee
ADDRESS: 1 S. 2ND ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED
07/30/2010
S JUN 30 2010
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 6-30-2010 AT 2:42 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON CNB BANK, Garnishee, DEFENDANT
BY HANDING TO Cindy Pearce P.I.C.

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

ADDRESS SERVED 1.5.2nd Street.
Cleardfield, Pa. 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR CNB BANK, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO CNB BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature
James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107210

2 of 2

UNIFUND CORPORATION

NO. 08-103-CD

-vs-

WILLIAM S. SHIMMEL
TO: CNB BANK, Garnishee

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW JULY 2, 2010 MAILED THE WITHIN:
AMENDED WRIT, WRIT NOTICE, CLAIM FOR EXEMPTION, INTERROGATORIE &
AFFIDAVIT OF NON-MILITARY SERVICE
TO WILLIAM S. SHIMMEL, DEFENDANT
AT 115 BAILEY SETTLEMENT HWY., CLEARFIELD, PA. 16830
IN THE S.A.S.E.

FILED
01/30/2011
S JUL 02 2010
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107210
NO: 08-103-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: UNIFUND CORPORATION

vs.

DEFENDANT: WILLIAM S. SHIMMEL

TO: CNB BANK, GARNISHEE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	13040	20.00
SHERIFF HAWKINS	THE REMIT CORP	13040	26.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2010



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

FILED pg 17.00
AAG

12:33pm 2CC Attny &
7 JUL 12 2010 ICC def

William A. Shaw envelopes
Prothonotary/Clerk of Courts provided

UNIFUND CORPORATION, Plaintiff : CIVIL - LAW
vs. :
WILLIAM S. SHIMMEL, Defendant : DOCKET NO. 2008-103-CD
vs. :
CNB BANK, Garnishee :
Garnishee :

PRAECIPE TO DISCONTINUE ATTACHMENT

To the Prothonotary:

Kindly Discontinue the Writ of Execution and Discontinue the Attachment of the
Defendant's bank account with CNB Bank.

SUBMITTED BY:



Laurinda Voelcker, PA ID# 82706.
Attorney for Plaintiff
36 West Main St.
Bloomsburg, PA 17815
Tel.(570)387-1873
Fax (570)387-6474