

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

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

JAN 22 2008

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William A. Shaw
Prothonotary/Clerk of Courts
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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.

WILLIAM S. SHIMMEL,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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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.

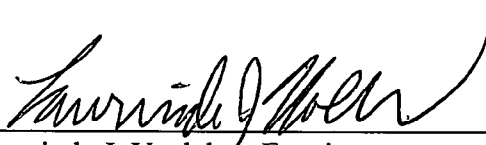
26. The original creditor was not a volunteer in providing the credit services set forth above and the Defendant understood that original creditor was entitled to compensation based upon Defendant's use of the credit card.

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,

A handwritten signature in black ink, appearing to read "Laurinda J. Voelcker", is written over a horizontal line.

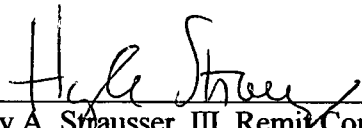
Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-6470

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. Strausser, III, Remit 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.



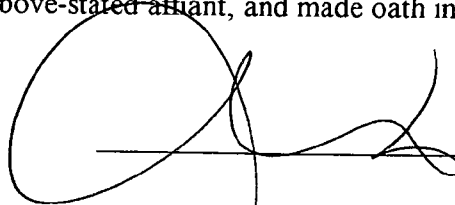
DATED this 10/15/2007

UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

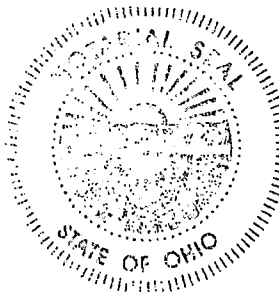
10625 Techwoods Circle, Cincinnati, OH 45242
Address

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.

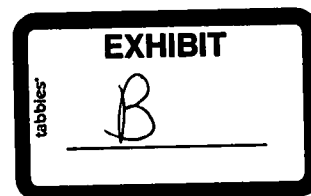


Notary Public

My commission Expires



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



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<p>ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate as 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 13.69% and the maximum Daily Periodic Rate for Cash Advances is 0.0665%, corresponding to a Maximum ANNUAL PERCENTAGE RATE of 24.61%. There will be no case of a corresponding increase or decrease in the amount of Periodic FINANCE CHARGES assessed and the Minimum Payment due on any Account.</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 0.0665% respectively, and the corresponding ANNUAL PERCENTAGE RATE would have been 13.69% and 24.61% respectively.</p> <p>However, if you transferred a balance from another account when you opened this account, the Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on purchases and previous billing cycle Purchases for the first 9 billing cycles following the opening of your Accounts (the "Introductory Period") is a fixed rate of 0.0775%, corresponding to an ANNUAL PERCENTAGE RATE of 2.90%. After that the Standard Rate will apply.</p> <p>FOR ADJUSTED RATE FOR LATE PAYMENT: SEE "FINANCE CHARGES FOR LATE PAYMENT"</p>	
<p>Cash Advance FINANCE CHARGE APR Cash Advances</p>	<p>5% of Cash Advance (with a minimum of \$10.00) 5% of Cash Advance (with a minimum of \$15.00)</p>
<p>All Other Cash Advances</p>	
<p>Transaction FINANCE CHARGE</p>	<p>5% of applicable transaction (with a minimum of \$5.00)</p>
<p>Balance Transfer FINANCE CHARGE</p>	<p>5% of applicable transaction (with minimum of \$5.00 maximum of \$35.00)</p>
<p>Minimum FINANCE CHARGE (If any Finance Charge is payable for a monthly billing cycle)</p>	<p>\$1.00</p>
<p>Annual Membership Fee</p>	<p>None</p>
<p>Other Interest Charges</p>	
<p>Late Fee</p>	<p>\$25.00</p>
<p>Return Payment Fee</p>	<p>\$25.00</p>
<p>Return Convenience Check Fee</p>	<p>\$25.00</p>
<p>Overlimit Fee</p>	<p>\$25.00</p>
<p>Administrative Fees</p>	
<p>Duplicate of Merchant Sale Slip</p>	<p>\$3.00</p>
<p>Duplicate Copy of Monthly Billing Statement</p>	<p>\$3.00</p>
<p>Additional Credit Card (in excess of 3)</p>	<p>\$5.00</p>

Finance Charge/Late Fee Payment: If you do not pay at least the Minimum Monthly Payment by the Payment Due Date during the Introductory Period, the Introductory Period will terminate and the Standard Rate described in the table of Interest Charges will take effect as 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 on more than any 6 month period, the Daily Periodic Rate for all balances will change to an adjusted rate of 0.0693%, corresponding to an ANNUAL PERCENTAGE RATE of 25.99%. The 25.99% APR will take effect as the first day of the billing cycle following your 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 Promotional Due Date on time during such period, then the Promotional Period and promotional APR will terminate and the applicable APR as determined in the Table of Interest Charges will be 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 the first day of the billing cycle commencing after the monthly review date on which it is determined that (i) at least the Minimum Monthly Payment has been received by the Payment Due Date down on your statement for each month during the 6-month period preceding such review date; and (ii) your Account was current and eligible to charge during the 6-month period preceding such review date. Amounts whose rates are reduced will be subject to a subsequent increase should future payments be missed in the manner described in this section.

ARTICLE Information Sharing: We may share information related to or derived from transactions and experiences about you and your First USA/Back One relationship among affiliated BANK ONE/NA and COOPERATION companies (including First USA) and others permitted by law to receive it. We may share it with other credit, compilation and any other information with entities that we provide to you for your use. We may also be sharing this information with others, such as First USA/Back One, PNC, Optima, P.O. Box 8865, Dallas, Texas 75288-8865, and others, who may use this information to provide services to you. We may also share your name 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 credit record with third parties, such as credit bureaus and services we rely on to help us better serve you. We may request that your name and be given to these companies by writing us at First USA/Back One, P.O. Box 8865, Wilmington, DE 19899-8865. 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/foi/policy>.

Keep This Notice For Future Use

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

If you think your bill is wrong, or if you need more information on a separate sheet at First USA Bank N.A. P.O. Box

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 right to file.

- 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
If you decide that your situation qualifies, you will be given the right to sue or sue on your behalf. 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 reply, 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 you fail to pay the amount that we think is due, we may report you as delinquent. If you have any questions about this, you may want to pay insurance charges related to it. If you don't, you may have to pay insurance 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 that we think is due and the date that it is due.

And 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 balance 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 not to pay.

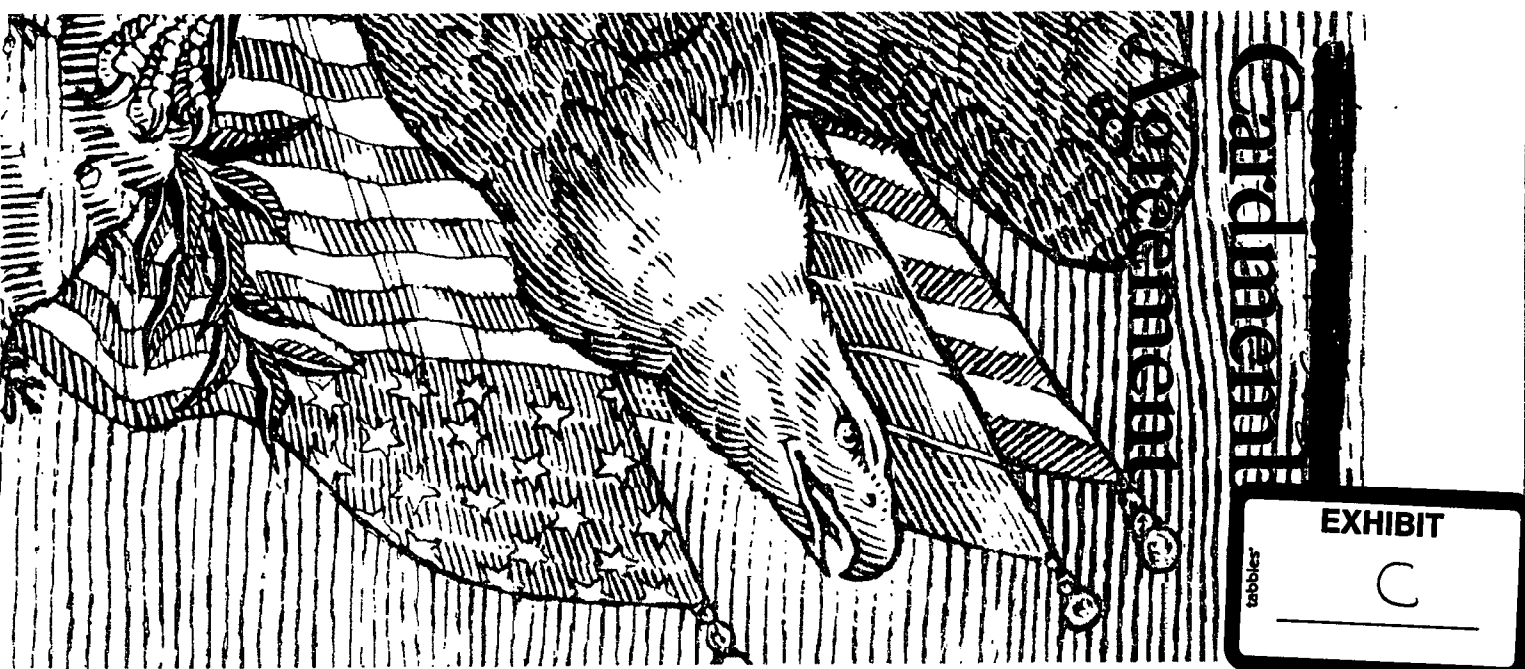
pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

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

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you are otherwise the Card is honored or transfer balances from other accounts ("Balance Transfer") (collectively, "Purchase"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original purchase was charged to your Account.

charges your credit limit from time to time, your bank credit will be offset containing your Card. Since we may not be able to make a purchase or obtain Cash Advances in excess of your credit limit, the unpaid balance of your Account to exceed your credit limit. We may choose to purchase and Cash Advances in excess of your credit limit if at our sole discretion you do so. You agree that you are using the things or cancel your credit limit at any time without affecting your obligation to pay amounts that we are using in this Agreement. We may designate that only a portion of your credit limit is available for all purchases if, at our sole credit limit, you will be considered to have exceeded your credit limit for all purposes of this Customer Agreement. For security reasons, we may limit the amount of credit available to you for purchases of Cash Advances and/or Convenience Card transactions that may be completed with your Card or Account, and we may have the right to limit authorizations to make Purchases or Cash Advances if we consider it necessary to verify purchases received on your Account.

Advance Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a credit or credit balance of more than \$1,000 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit limit and available credit, your current Monthly Payment and the Payment Due Date.

Only the balance for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated and determined as follows:

We take the beginning balance of Purchases on your Account each day, during that billing cycle, and add any periodic **ADVANCE CHARGES** (such as interest) on the previous day's balance, and add any new charges (including fees that are treated as purchases) and subtract any payments or credits. This gives us the daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES. This Agreement provides for compounding of Finance Charges (Interest).

Minimum Monthly Payment If you agree to *pay as you go* (subject to applicable federal law), your minimum annual membership fee is the amount listed in the Table of Interest Charges for the pricing plan you select. If you do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the payment due date shown on your monthly statement, we may charge you a late payment fee for the amount of the Minimum Monthly Payment. You will only be charged one late payment fee for any Minimum Monthly Payment that is not paid by the payment due date.

Overnight Fee — We have the right to charge an overnight fee in the amount stated in the Table of Interest Penalties (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

[illegible][illegible][illegible]

Discounts in This Agreement: If, from time to time, we may let you ship or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your account balance or offer you other special terms. If we do, we will advise you of the scope and duration the applicable ship or promotional feature. When the ship or promotional feature ends, your regular rates and terms will resume.

Payment and ID: You do not need to send us such data, signatures, and deletions described in other notices previously sent to you if you accept all the changes, additions, and deletions described in this notice.

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 and the administration of your Account. You also authorize us to obtain such credit information concerning you and your Account with (and answer questions and requests from) such agencies as merchants, other lenders and credit reporting agencies. We may then inform you of the results.

Accounting for Unsettled Funds. If you are asked accountancy may use your Account without your permission, you must notify us as soon. You may be liable for this unauthorized use of your Account. You will not be liable for unauthorized use of your account after you notify the U.S. Bank, N.A., by writing to us at P.O. Box 880, Wilmington, DE 19899-0880, or contact either the Federal Reserve Bank of New York, or the Federal Reserve Bank of San Francisco. If you are notified of unauthorized use of your Account if you have notified us, you must indemnify \$80,000. You may terminate or limit access to your Account if you have notified us, we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment. We may use any time your Account, any sums due on your Account, this Agreement or our obligations to all obligations under this Agreement. We (personally) or whom we make any such assignment shall be entitled to all of our rights under this Agreement to the extent of our assignment.

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

Questions Or Comments: You may address any inquiries or questions which you have about your account for First National Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-6651, or you may call us at 1-800-677-7101. If you telephone us, please have your account number and the name of the person to whom you wish to speak ready. If you prefer writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

FIRST USA®

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.


WILLIAM S. SHIMMEL,
Defendant

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: DOCKET NO.
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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 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. 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 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: **BLJJUUMLHEL***

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

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: CIVIL-LAW
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: DOCKET NO.
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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
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Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

:
:
:
:
: CIVIL-LAW

:
: DOCKET NO. 2008-103-CO
:

FILED

JAN 22 2008

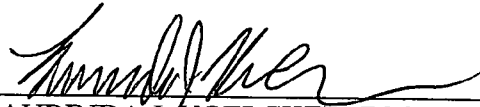
12:40/4
William A. Shaw
Prothonotary/Clerk of Courts

sent to ATTY & SITA

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

013:202m
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 Harris

Chester A. Hawkins
Sheriff

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-CD
:

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

Total:	<u>\$17,379.84</u>
--------	--------------------

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 Att'y pd. \$20.00
M/J 11:40 AM
JUN 12 2008 ICC & Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts
2CC & Statement to Att'y
(62)

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

COPY

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

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

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 6/11/21/08
BTH

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.

WILLIAM S. SHIMMEL,
Defendant

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

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.

WILLIAM S. SHIMMEL,
Defendant

:
:
:
:
: CIVIL-LAW

: DOCKET NO. 2008-103-CD
:

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

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

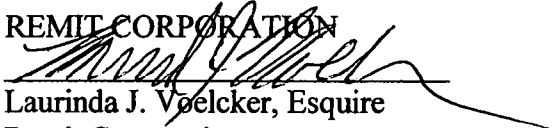
DATE OF NOTICE: **May 21, 2008**

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.

WILLIAM S. SHIMMEL,
Defendant

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

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 ^{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. 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 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 "defenseink.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: **BMNMAKJHQJ**

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

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

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

FILED

JUN 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN SENATE
JUNE 11, 2008

REPORT OF THE
COMMISSIONER OF
THE DEPARTMENT OF
TREASURY

FOR THE YEAR
ENDING DECEMBER 31, 2007

REPORT OF THE
COMMISSIONER OF
THE DEPARTMENT OF
TREASURY

FOR THE YEAR
ENDING DECEMBER 31, 2007

REPORT OF THE
COMMISSIONER OF
THE DEPARTMENT OF
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REPORT OF THE
COMMISSIONER OF
THE DEPARTMENT OF
TREASURY

COPY

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

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)

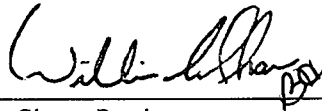
Entry: \$20.00

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

ASSIGNMENT OF JUDGMENT

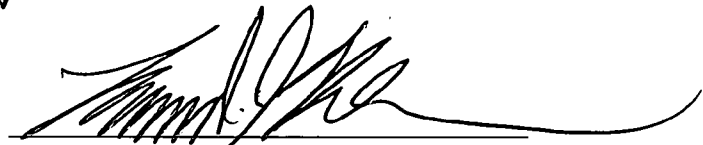
KNOW ALL MEN BY THESE PRESENTS, that Remit Corporation in consideration of the prior contractual agreement between the parties, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, transfer, assign and make over to Unifund Corporation of 10625 Techwoods Cr, Cincinnati, Hamilton 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 300
MAR 29 2010 PAF
William A. Shaw
Prothonotary/Clerk of Courts PAF Pd. 7.00

IN WITNESS WHEREOF and intending to be legally bound hereby,

Remit Corporation, has executed this Assignment

this 23rd day of February, 2010.

A handwritten signature in black ink, appearing to read "Laurinda J. Voelcker", written over a horizontal line.

Laurinda J. Voelcker
General Counsel
Remit Corporation

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
:
:

PRAECIPE TO MARK JUDGMENT TO USE OF ASSIGNEE

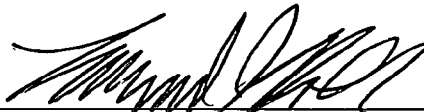
TO: PROTHONOTARY:

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:



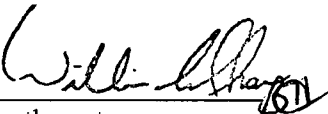
Laurinda J. Voelcker, Remit Corporation

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

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CIVIL ACTION - LAW

NO. 2008-103-CD

FILED³⁰

JUN 11 2010

M/2:00/W

William A. Shaw
Prothonotary/Clerk of Courts

1 cent to state

2 cent to sheriff

w/6 warrants

**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: \$ 200.00

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

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

William A. Shaw
Prothonotary/Clerk of Courts

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

UNIFUND CORPORATION,	:
Plaintiff	:
	:
vs.	:
	: CIVIL ACTION - LAW
WILLIAM S. SHIMMEL,	:
Defendant	:
vs.	: NO. 2008-103-CD
	:
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: 6-11-10


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

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: 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

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: CIVIL ACTION - LAW
:
: NO. 2008-103-CD
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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

:
:
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:
: CIVIL ACTION - LAW
:
: NO. 2008-103-CD
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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:

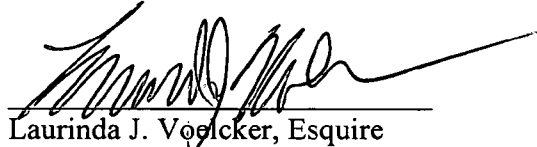
Signature

Name (print)

Title

Interrogatories submitted to garnishee by:

UNIFUND CORPORATION



Laurinda J. Voelcker, 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.

WILLIAM S. SHIMMEL,
Defendant

vs.

CNB BANK,

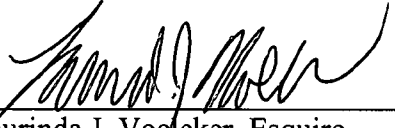
Garnishee

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: CIVIL ACTION - LAW
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: NO. 2008-103-CD
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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. 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:EERVM1AN3C

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

UNIFUND CORPORATION,
Plaintiff

vs.

WILLIAM S. SHIMMEL,
Defendant

vs.

CNB BANK,
Garnishee

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: CIVIL ACTION - LAW
:
: NO. 2008-103-CD
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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

William A. Shaw
Prothonotary/Clerk of Courts

ISSUED 6 APR 1975

Y₄₀ SHEF 2 1 40

Pen 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

[illegible]

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: _____



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 S. 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 *ASHP* 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

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.*
Clearfield, 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
012/30/10
JUL 02 2010
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

_____ Day of _____ 2010

So Answers,


by Marilyn Hama

Chester A. Hawkins
Sheriff

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

FILED *per \$7.00*
my 2:33pm
9 JUL 12 2010 *2cc Alty &*
ICC delat
envelopes
William A. Shaw
Prothonotary/Clerk of Courts *provided*

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