

08-290-CD
Unifund CCR vs. A. Aughenbaugh

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

Plaintiff

CIVIL ACTION

vs.

APRYL M AUGHENBAUGH
350 DALE RD
WOODLAND PA 16881

Defendant

NO: 08-290-CD

NOTICE TO DEFEND

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

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

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

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

FILED 1cc Atty
m/12/5/08
FEB 20 2008 1cc Sheriff
(LM)
William A. Shaw
Prothonotary/Clerk of Courts Atty pd.
\$95.00

IN THE COURT OF COMMON PLEAS OF
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UNIFUND CCR PARTNERS
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Cincinnati, OH 45242

Plaintiff

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APRYL M AUGHENBAUGH
350 DALE RD
WOODLAND PA 16881

Defendant

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: NO:
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:
:
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COMPLAINT

- Plaintiff, UNIFUND CCR PARTNERS , by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:
1. Plaintiff, UNIFUND CCR PARTNERS , (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
 2. The Defendant APRYL M AUGHENBAUGH (hereinafter "Defendant") is an adult individual residing at 350 DALE RD WOODLAND PA 16881.
 3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.
 4. Defendant applied for and received a credit card issued by FIRST USA BANK NA with the account number 4417125970519496.
 5. The within account was sold by FIRST USA BANK NA to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill of Sale,

Affidavit and Assignment attached hereto as Exhibit "A.")

6. Use of the FIRST USA BANK NA credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Cardmember Agreement attached hereto as Exhibit "B.")

7. Defendant used the FIRST USA BANK NA credit card account number 4417125970519496, for purchases, cash advances and/or balance transfers.

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

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

10. The account became delinquent on July 31, 2005.

11. The principal amount was \$7,476.76 at the time it was received by Plaintiff.

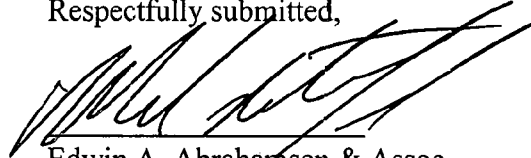
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6.

13. The total amount due and owing the Plaintiff including interest, is \$8,646.99.

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

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$8,646.99 plus costs of suit, reasonable attorneys' fees of \$2,161.75 and any other relief as the Court deems just and appropriate.

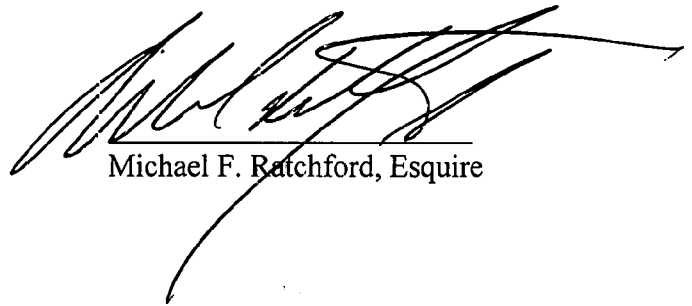
Respectfully submitted,

A handwritten signature in black ink, appearing to be "Edwin A. Abrahamsen & Assoc.", written over a horizontal line.

Edwin A. Abrahamsen & Assoc.
Michael F. Ratchford, Esquire
Scott J. Best, Esquire
Attorney I.D. Nos.: 86285/93603
1729 Pittston Avenue
Scranton, PA 18505
mratchford@eaa-law.com
sbest@eaa-law.com

VERIFICATION

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



Michael F. Ratchford, Esquire

Exhibit A



BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated January 25, 2007 between Seller and Unifund Portfolio A, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of February 23, 2007 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in **Exhibit 1** attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on February 27, 2007 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

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

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

Chase Bank USA, N.A.

By: 

Date: February 23, 2007

Title Vice President

Unifund Portfolio A, LLC

By: 

Date: February 23, 2007

Title Director, Acquisitions

Exhibit B

May 23 2007

Page 2 of 3

Statement for account number: 4417 1259 7051 9496

New Balance \$7,476.76 Payment Due Date 08/15/05 Past Due Amount \$1,119.00 Minimum Payment \$2,281.76



Amount Enclosed \$

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

441712597051949600228176007476760000003

61746 BEX 2 20205 C
APRYL M AUGHENBAUGH
RR 1 BOX 81
WOODLAND PA 16881-9707



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



⑆500016028⑆ 22159705194968⑈



Statement Date: 08/22/05 - 07/21/05
Payment Due Date: 08/15/05
Minimum Payment Due: \$2,281.76

CUSTOMER SERVICE
In U.S. 1-800-438-7927
Español 1-888-448-3308
TDD 1-800-955-8060
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4417 1259 7051 9496

ACCOUNT INQUIRIES

Previous Balance	\$7,225.37	Total Credit Line	\$6,500	P.O. Box 15298
Purchases, Cash, Debits	+\$74.00	Available Credit	\$0	Wilmington, DE 19850-5298
Finance Charges	+\$177.39	Cash Access Line	\$1,300	
New Balance	\$7,476.76	Available for Cash	\$0	

PAYMENT ADDRESS
P.O. Box 15163
Wilmington, DE 19886-5153

VISIT US AT:
www.chase.com/creditcards

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
07/17		LATE FEE		\$39.00
07/17		OVERLIMIT FEE		\$5.00

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	V .08080%	29.49%	\$369.04	\$8.95	\$0.00	\$8.95
Cash advances	V .08080%	29.49%	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .08080%	29.49%	\$6,948.64	\$168.44	\$0.00	\$168.44
Total finance charges						\$177.39

Effective Annual Percentage Rate (APR): 29.49%

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

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

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

IMPORTANT NEWS

Effective July 1, electronic payment (Epay) requests
received prior to 4 PM Eastern Time on a business day will
post to your account the same day. Epay requests received
after 4 PM or on a weekend or federal holiday will post to
your account the next business day.

This Statement is a Facsimile - Not an original

Address Change Request

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

Street Address: _____

City: _____

State: _____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

Information About Your Account

Last or Sallen Cards: Please report your lost or stolen card immediately by calling the Customer Service number located on the front of your statement. Advice is always available to assist you. You can reach us 24 hours a day by calling 1-800-888-8888 or by visiting our website at www.sallen.com.

Crediting of Payments: For payments by regular U.S. mail, send at least your minimum payment due to our post office box designated for payments shown on this statement. Your payments by mail must comply with the instructions on this statement, and must be made by check or money order, payable to U.S. Dollars, and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. Do not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day except December 23 by 10:00 a.m. local time at our main office box designated for payments on this statement, we will credit the payment to your account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 10:00 p.m. local time at our post office box designated for payments on this statement, we will credit it to your account as of the next day. If you do not follow our payment instructions or if your payment is not sent by regular U.S. mail to our post office box designated for payments, crediting of your payment may be delayed for up to 5 days. Payments made electronically through our automated telephone service, Customer Service advisors, or our web site will be subject to any processing times disclosed for those payments.

Account Information Reported to Credit Bureaus: We may report information about your account to credit bureaus. Late payments, missed payments or other details on your account may be reflected in your credit report. If you have any questions regarding information reported to a credit bureau, you may write to us at the Customer Service address listed on your billing statement.

Checks Collected Electronically: We reserve the right to electronically collect your eligible payment checks, at first presentment and any subsequent, from the bank account on which the check was drawn. Our needs of your payment check is your authorization for us to collect the amount of the check electronically, or if needed by a draft drawn against the bank account. Checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original check will be destroyed and no longer be available to our records.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "hold in full" or contains a similar notation, or that you schedule under in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15288, Wilmington, DE 19850-0288. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the appropriate payment address.

Annual Renewal Notice: If your account has an annual fee, it will be billed each year or bi-monthly, whichever is earlier, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your statement on which the annual fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our right to close your account and to limit your right to make transactions on your account if your account is closed by you or us. We will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

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

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

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

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

Grace Period (at least 20 days): We accrue periodic finance charges on a transaction, fee or finance charge from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive both payment of your New Balance on your current statement by the date and time your payment is due and also payment of your New Balance on your previous statement by the date and time your payment was due. There is no grace period for balance transfers, cash advances, check transactions, or overdraft advances.

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

BILLING RIGHTS SUMMARY

In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write Cardmember Service on a separate sheet at P.O. Box 15288, Wilmington, DE 19850-0288 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.

To your letter, give us the following information:

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

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter or call using the Cardmember Service address or telephone number shown on this statement must reach us at least three business days before the automatic payment is scheduled to occur.

Statute of Limitations for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card (excluding purchases made with a check), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if you own or operate the merchant, or if we ruled you the advertiser for the property or services.

MA07 1006

Exhibit B**ACCOUNT NUMBER****BALANCE AS OF**

11/02/2007

PAYMENT DUE DATE MINIMUM PAYMENT PAYMENT ENCLOSED

4417125970519496

8,521.62

PAST DUE

8,521.62

\$

Make Checks Payable To Unifund

UNIFUND STATEMENT

APRYL M AUGHENBAUGH
350 DALE RD
WOODLAND PA 16881

MESSAGE FROM UNIFUND

YOUR ACCOUNT IS PAST DUE \$8,521.62. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY. IF YOU HAVE ALREADY SENT A PAYMENT FOR THE ABOVE AMOUNT, THANK YOU.

TRANSACTIONS:

Date	Transaction	Balance	Due	Payments	New Balance
11/02/2007	This Account Was Issued Under The Name Of FIRST USA BANK NA and Acquired From Chase Bank USA NA.	8,521.62	8,521.62	0	8,521.62

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

UNIFUND
10625 TECHWOODS CIRCLE
CINCINNATI, OH 45242

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

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

Cardmember Agreement

...with First ISA

your purchase pursuant to the Payment Due Date or a Periodic FINANCE CHARGE, was already imposed on your purchases terminated on your previous statement.

If you have "opened" or "promotional" periods rate offered in effect from time to time, we will separately identify them on your monthly statement, and separately disclose on your monthly statement the balances on which the special offer applies. These original balances and the related Periodic FINANCE CHARGE will be calculated in the same manner as described above for current or previous rate promotions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

If you use your Card or Account as a Balance Transfer, purchase money orders, wire transfers, cashing gtuiling checks or make similar purchases, purchase payments directed to foreign currency other than a bank, or if you use your Card or Account to purchase goods or services from a foreign merchant, we will charge a one-time Transaction FINANCE CHARGE for each such balance transfer. Purchase or check usage in the amount stated in the Table of Interest Charges.

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).

The Periodic FINANCE CHARGES are subject to change as described in the Payment Sections hereof (noted separately). Changes in this agreement, and, where indicated, Finance Charges for Late Payments and

Other interest Charges: In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

Annual Membership Fee: You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you wish under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not terminate your rights under this Agreement, including our right to terminate your Account.

Late Fee — If you do not receive a payment when you are asked to make one, your Payment Protection Plan will be considered in default. You will be charged a late payment fee of \$25.00 per month. Payment by the Payment Due Date shown on your monthly statement, or you may change your late payment fee to the amount stated in the Table of Interest Charges, you will only be charged one late payment fee for any month.

Minimum Monthly Payment which is not paid by the Payment Due Date.

Return Payment Fee — If your bank does not honor the check or direct debit you furnished to us to pay your monthly payment, we will charge you a fee of \$25.00. If you do not pay your monthly payment, we may charge you a return payment fee in the amount stated in the Table of Interest Charges.

Return Convenience Check free -- If we (a) stop payment on a Convenience Check at your request or (b) return a Convenience Check unpaid because it exceeds your available credit at the time it is processed, you will not be charged any fee. If you request a refund of the amount of a Convenience Check that is not cashed, we may charge you a fee. Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a fee in the amount stated in the Table of Interest Charges.

Overnight Fee. We have the right to charge an overnight fee in the amount stated in the table of interest charges if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

Administrative Fees. If you request photocopies of sales slips or duplicate copies of monthly statements, you may be charged more than one Cash or any prepaid service card as obtaining Cash on an expected basis, you agree to pay our reasonable charges for such services as from time to time to effect. The present charges for such services are:

Unless otherwise arranged between us, the annual membership fee and any late, renewal payment, return correspondence, check, certificate or administration fee will be sent to the address you have provided and returned to a purchase. Default (default) occurs. Unless otherwise published by us, your account will be in default when you fail to pay the amount due on time without giving your prior notice if: (1) the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212nd, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312nd, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412nd, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511st, 512nd, 513th, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611st, 612nd, 613th, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th, 679th, 680th, 681st, 682nd, 683rd, 684th, 685th, 686th, 687th,

that there is a *filler* for your *bankruptcy*: (3) you die or become incapacitated, or (4) we believe in good faith that the prompt or performance of your obligations under this Agreement is impaired for any other reason; unless you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under the Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney with whom we retain your Account, you agree to pay the reasonable fees of such attorney. We will not be obligated to recover any attempted use of your Account if a default has occurred or we have determined to terminate your Account.

[illegible]

This arbitration agreement applies to all claims now in existence or that may arise in the future except for claims brought by or against any unaffiliated third party to whom ownership of your Account may be assigned after its date of execution. Your use of or reliance on this Agreement shall be construed to prevent any party's use of this Agreement from being used to arbitrate. Nothing in this Agreement shall be construed to prevent any party's use of this Agreement from being used to arbitrate.

[illegible]

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases obtain Cash Advances at any time (and let your account in writing) without notice or liability. If you must return your Cards and any unused Connecticut Checks to us, call in toll-free. You agree that you will

1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103786
NO: 08-290-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: UNIFUND CCR PARTNERS
vs.
DEFENDANT: APRYL M. AUGHENBAUGH

SHERIFF RETURN

NOW, March 12, 2008 AT 9:08 AM SERVED THE WITHIN COMPLAINT ON APRYL M. AUGHENBAUGH
DEFENDANT AT 679 MAIN ST., WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO APRYL M.
AUGHENBAUGH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	006962	10.00
SHERIFF HAWKINS	ABRAHAMSEN	006962	38.20

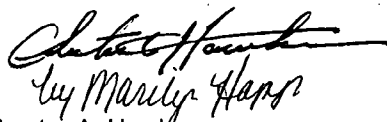
FILED
9/3:00LM
JUN 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

UNIFUND CCR PARTNERS

CIVIL DIVISION

NO: 08-290-CD

Defendant

Heather K. Woodruff, Esquire
Attorney I.D. No.: 207805
1729 Pittston Avenue
Scranton, PA 18505
(570) 558-5510

UNIFUND CCR PARTNERS

Plaintiff

vs.

APRYL M AUGHENBAUGH

Defendant

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

NO: 08-290-CD

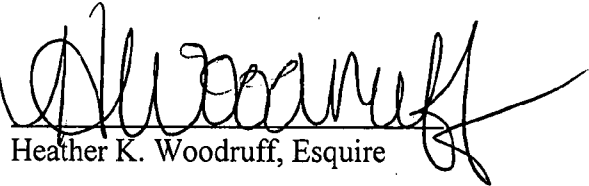
AFFIDAVIT UNDER SOLDIERS AND SAILORS
RELIEF CIVIL RELIEF ACT OF 1940 AS
AMENDED

State of Pennsylvania
County of CLEARFIELD SS:

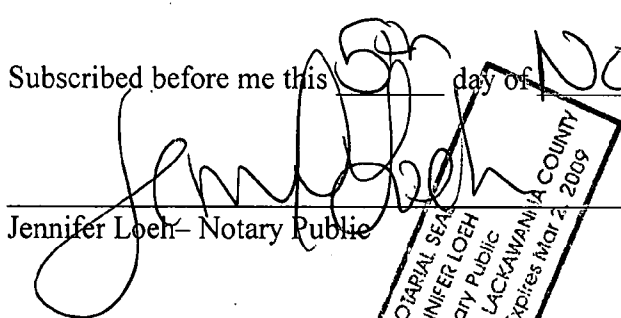
Heather K. Woodruff, Esquire being duly sworn according to law deposes and says that the above named defendant(s): APRYL M AUGHENBAUGH; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

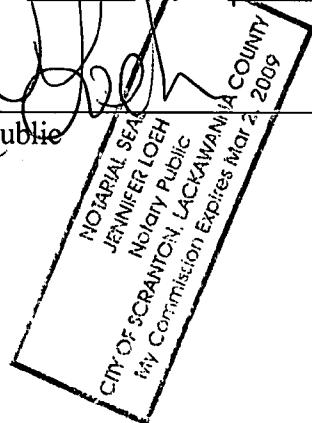
That the defendant(s): APRYL M AUGHENBAUGH; is(are) older than eighteen years of age;

That the employment status of the defendant(s): APRYL M AUGHENBAUGH; is(are) unknown.


Heather K. Woodruff, Esquire

Subscribed before me this 20 day of Nov 2008


Jennifer Loeh- Notary Public





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

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

October 13, 2008

APRYL M AUGHENBAUGH
5950 SHILOH RD
WOODLAND PA 16881

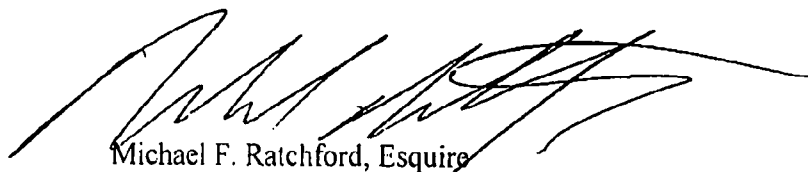
Re: UNIFUND CCR PARTNERS v. APRYL M AUGHENBAUGH
CLEARFIELD County Civil Action No.: 08-290-CD
Our file No.: U07-0816

Dear APRYL M AUGHENBAUGH :

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

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

Edwin A. Abrahamsen & Associates,



Michael F. Ratchford, Esquire

Enclosure

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

Plaintiff

vs.

APRYL M AUGHENBAUGH

Defendant

:
: CIVIL ACTION

:
: NO: 08-290-CD

TEN DAY NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT

To: APRYL M AUGHENBAUGH
5950 SHILOH RD
WOODLAND PA 16881

Date of Notice: October 13, 2008

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

Plaintiff

vs.

APRYL M AUGHENBAUGH

Defendant

:
: CIVIL ACTION

:
: NO: 08-290-CD

CERIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on October 13, 2008 I served a copy of the Ten Day Notice of Intent to Take Default in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

APRYL M AUGHENBAUGH
5950 SHILOH RD
WOODLAND PA 16881

Edwin A. Abrahamsen & Associates, P.C.

BY 

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

UNIFUND CCR PARTNERS

Plaintiff

vs.

APRYL M AUGHENBAUGH

Defendant

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

NO: 08-290-CD

NOTICE OF FILING JUDGMENT

Notice is hereby given that a money judgment in the above-captioned matter has been entered against you in the amount of \$ 8,819.57 on November 12, 2008.

By: William A. Abrahamsen

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

Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

Telephone: (570)-558-5510

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

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

Copy

Unifund CCR Partners
Plaintiff(s)

No.: 2008-00290-CD

Real Debt: \$8,819.57

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Apryl M. Aughenbaugh
Defendant(s)

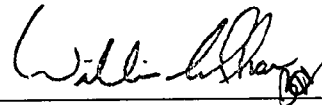
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 12, 2008

Expires: November 12, 2013

Certified from the record this 12th day of November, 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, PENNSYLVANIA

UNIFUND CCR PARTNERS

Plaintiff : CIVIL ACTION

vs.

NO: 08-290-CD

APRYL M AUGHENBAUGH
5950 SHILOH RD
WOODLAND PA 16881

Defendant :

S

FILED

M/3/18 1:35
JUN 18 2018

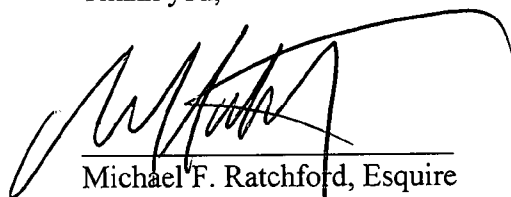
2.10.18 Rtg. Ratchford
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

PRAECIPE TO SATISFY THE JUDGMENT

To the Prothonotary of CLEARFIELD County Pennsylvania:

Please enter the above Praecipe to Satisfy the Judgment.

Thank you,

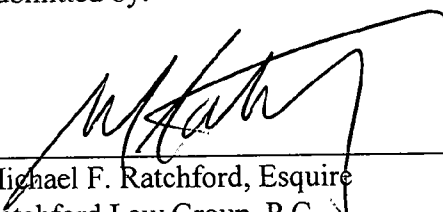


Michael F. Ratchford, Esquire
Ratchford Law Group, P.C.
Lawyer ID # 86285
409 Lackawanna Ave Suite 320
Scranton PA 18503

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by:



Michael F. Ratchford, Esquire
Ratchford Law Group, P.C.
Lawyer ID # 86285
409 Lackawanna Avenue
Scranton, PA 18503
570-558-5510
570-558-5511 (Facsimile)

