

08-290-CD  
Unifund CCR vs A. Aughenbaugh

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS :  
10625 Techwoods Circle : CIVIL ACTION  
Cincinnati, OH 45242 :  
Plaintiff :  
: .  
: .  
: .  
: .  
vs. :  
: NO: 08-290-CD  
APRYL M AUGHENBAUGH :  
350 DALE RD :  
WOODLAND PA 16881 :  
Defendant :  
: .  
: .

**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 1/12/51604  
FEB 20 2008 1CC Sheriff  
(LM) Atty pd.  
William A. Shaw  
Prothonotary/Clerk of Courts \$105.00

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS	:	
10625 Techwoods Circle	:	CIVIL ACTION
Cincinnati, OH 45242	:	
	Plaintiff	:
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vs.	:	
	:	NO:
APRYL M AUGHENBAUGH	:	
350 DALE RD	:	
WOODLAND PA 16881	:	
	Defendant	:
	:	
	:	

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**COMPLAINT**

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

1. Plaintiff, UNIFUND CCR PARTNERS , (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
2. The Defendant 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.

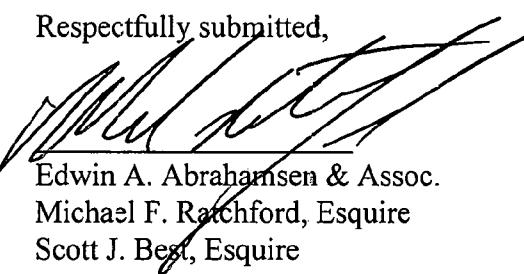
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6.

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.

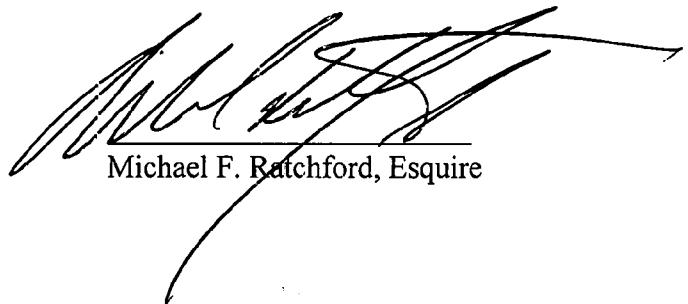
Respectfully submitted,



Edwin A. Abrahamsen & Assoc.  
Michael F. Ratchford, Esquire  
Scott J. Best, Esquire  
Attorney I.D. Nos.: 86285/93600  
1729 Pittston Avenue  
Scranton, PA 18505  
[mratchford@eaa-law.com](mailto:mratchford@eaa-law.com)  
[sbest@eaa-law.com](mailto: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

CHASE 

## BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated 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.

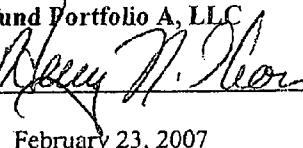
Chase Bank USA, N.A.

By: 

Date: February 23, 2007

Title: Vice President

Unifund Portfolio A, LLC

By: 

Date: February 23, 2007

Title: Director, Acquisitions

# Exhibit B

Page 2 of 3

Statement for account number: 4417 1259 7051 9496

New Balance Payment Due Date Past Due Amount Minimum Payment  
\$7,476.76 08/16/05 \$1,119.00 \$2,281.76

CHASE

May 23 2007

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

4417125970519496002281760074767600000003

61746 BX 2 2000 C  
APRIL M AUGHENBAUGH  
RR 1 BOX 81  
WOODLAND PA 16881-9707

CARDMEMBER SERVICE  
PO BOX 15153  
WILMINGTON DE 19886-5153

|||||

15000160281 2215970519496811

CHASE

Statement Date: 06/22/05 - 07/21/05 CUSTOMER SERVICE  
Payment Due Date: 08/16/05 In U.S. 1-800-438-7927  
Minimum Payment Due: \$2,281.76 Espanol 1-888-446-3308  
TDD 1-800-955-8060  
Outside U.S. call collect  
1-302-594-8200

## VISA ACCOUNT SUMMARY

Account Number: 4417 1259 7051 9496

Previous Balance	\$7,225.37	Total Credit Line	\$6,600	P.O. Box 15298
Purchases, Cash, Debits	+\$74.00	Available Credit	\$0	Wilmington, DE 19880-5298
Finance Charges	+\$177.39	Cash Access Line	\$1,300	<b>PAYMENT ADDRESS</b>
New Balance	<u>\$7,476.76</u>	Available for Cash	\$0	P.O. Box 15153 Wilmington, DE 19886-5153

VISIT US AT:  
[www.chase.com/creditcards](http://www.chase.com/creditcards)

## TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit
			Debit
07/17		LATE FEE	\$39.00
07/17		OVERLIMIT FEE	35.00

## 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 0.08080%	29.49%	\$369.04	\$8.95	\$0.00	\$8.95
Cash advances	V 0.08080%	29.49%	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V 0.08080%	29.49%	\$6,848.64	\$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

X 0000001 RIS3335 C 1

000 N Z 21 06/07/21

Page 1 of 1

00225 MA MA 61748 20210000010006174601



**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.

# Exhibit C

### Table of Interest Charges

<p>The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on purchases and previous billing cycle (the "Standard Rate") is a variable. The Daily Periodic Rate used in determining your Periodic FINANCE CHARGE on Cash Advances is a variable rate. The Daily Periodic Rate will be calculated on the 2nd day (or for any day that is not a business day), the next business day, of each month for the Determination Date and subject to the minimum rates described below, and equal to 1/365th of the sum of (1) the Prime Rate listed in the Moneyline Rates section of The Wall Street Journal on the applicable Determination Date, plus (2) an applicable rate for Purchases and purchases having no purchases and 11.49% for Cash Advances. (More than one Prime Rate is listed in The Wall Street Journal on any Determination Date, due to the Daily Periodic Rate will be determined using the "regional" Bank rate. The Prime Rate is the base rate used in this agreement as a pricing index to calculate all variable APRs and rates. Such rates represent the most favorable rate available to a borrower in any particular bank at any given time. If the Prime Rate is no longer available in The Wall Street Journal, we will select a comparable index and use the Prime Rate as the base rate. The new Daily Periodic Rate, as calculated on a Determination Date, will be applied to accounts outstanding as of that date, and used in the calculation of Periodic FINANCE CHARGES for the first day of any billing period that includes the Determination Date.</p> <p>The ANNUAL PERCENTAGE RATE corresponding to the Daily Periodic Rate is 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 sum of any increases or decreases that the minimum Daily Periodic Rate for Purchases and purchases having no purchases is 0.0570%, corresponding to a Minimum ANNUAL PERCENTAGE RATE of 1.99% and the maximum Daily Periodic Rate for Cash Advances is 0.0850%, corresponding to a Maximum ANNUAL PERCENTAGE RATE of 3.09%. Any increase or decrease in the Daily Periodic Rate will cause a corresponding increase or decrease in the amounts of Periodic FINANCE CHARGE assessed and the Minimum Payment due on your account.</p> <p>As an example of the variable rate calculation, on December 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 0.0701% and 0.0829%, respectively and the corresponding ANNUAL PERCENTAGE RATE would have been 15.49% and 19.97% respectively. 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 last 9 billing cycles following the opening of your Account (the "Introduction Period") is a fixed rate of 0.0795%, corresponding to an ANNUAL PERCENTAGE RATE of 2.98%. After the Introduction Period, the Standard Rate will apply.</p>	
<p><b>FOR ADJUSTED RATE FOR LATE PAYMENT: SEE FINANCE CHARGES FOR LATE PAYMENT*</b></p>	
<b>Cash Advance</b>	
<b>FINANCE CHARGE</b>	
ATM Cash Advance	
All Other Cash Advances	
<b>Transaction</b>	
<b>FINANCE CHARGE</b>	
<b>Balance Transfer</b>	
<b>FINANCE CHARGE</b>	
Minimum FINANCE CHARGE (If any) Finance Charge is payable for a monthly billing cycle)	\$1.00
Annual Membership Fee	None
Other Interest Charges	
Late Fee	\$25.00
Return Payment Fee	\$25.00
Return Convenience Check Fee	\$25.00
Oversight Fee	\$25.00
Administrative Fees	
Duplicate or Merchant Sale Slip	\$5.00
Duplicate Copy of Monthly Billing Statement	\$3.00
Additional Credit Card (in excess of 2)	\$5.00

# Cardmember Agreement

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

Your Daily Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) are increased as described above, if it may subsequently be reduced, to our discretion as of the first day of the billing cycle commencing after the monthly review date on which it is determined that (i) at least the Maximum Monthly Payment has been received by the Payment Due Date shown on your statement each month during the promotional period preceding such review date, and (ii) your Account was consistently open and charge during the same promotional period preceding such review date. Accounts which are charged will be subject to a subsequent interest charge if your payments are missed in the manner described in this section.

Bank, N.A., P.O. Box 8651  
number with your registration.

1, Washington, DC 20530-3831. Please include your name, address and telephone number.

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

**YOUR BILLING RIGHTS**  
Keep This Notice For Future Use

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

Notify Us in Case Our Errors or Questions About Your Bill  
If you think your bill is wrong, or if you need more information about a transaction on your bill, write  
us on a separate sheet at First USA Bank, N.A., P.O. Box 8776, Wilmington, Delaware 19899-8776.

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your

In your letter, give us the following information:

- Your name and account number.

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

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

We must acknowledge your letter within 30 days, unless we believe there is a question, or we must either correct the error or explain why the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delin-

question. 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 amounts until we receive payment in full or we still obtain a copy of the terms of your bill that are not in question.

If we are in arrears on your account, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to pay them.

have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay us our amount due us, we will have the right to demand payment of the amount due us, and if you do not pay us within ten days of telling us that you still refuse to pay us, we will tell anyone we report you to that you have a question about your bill. And, we must tell you that we must tell anyone we report you to that you have a question about your bill.

name of anyone we reported you to. We must tell anyone we report you to what we know has occurred between us when it finally is filed.

If you have a problem with the quality of property or services that you purchased with a credit card, and we can't resolve it, we will consider you correct.

**you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:**

(a) You must have made the purchase 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 caused you to enter into this agreement for the property or services.

**Future Charges for Late 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 not terminate, the Billing Cycle following your last payment. The Standard Rate displayed in the Table of Interest Charges will take effect as of the first day of the Billing Cycle following your last payment.

If you do not pay at least the Minimum Monthly Payment by the Payment Due Date two times during any 6 month period, the Daily Periodic Rate for all balances will change to an adjusted rate of 0.0630% (corresponding to an ANNUAL PERCENTAGE RATE of 22.56%). The 22.56% APR will take effect as of the first day of the Billing Cycle following your second late payment.

## Cardmember Agreement

## Cardmember Agreement

your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE were already imposed

not try to make a Fortune or obtain a Civil Service and just live off the interest of your money. You may terminate this Agreement at any time. If you do, you must return to us **Acme** has been terminated.

Definitions and conditions of this agreement:  
In this Agreement, the words "You" and "Your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person (who has agreed to be responsible for the Account) who is named on the Application Form. The word "We", "Us" or "Our" refers to First State Financial Corporation, its agents, employees, and service providers. The word "Bank" refers to each bank, trust company or similar institution which holds funds for You.

"You" are wherever the Card is honoured and "Customer" balances from other accounts ("Balance Transfer") (collected from, but accepted by, the Card). You may also use the Card to obtain cash from ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits or to post Account instead of cash refunds when the original transaction is honoured.

**Purchase was charged to your Account.**  
We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your name, the amount of the check, the date of issue, and the name of the bank. Such checks are non-negotiable.

Account number may be used only by you personally and personally signed by you. You shall not assign, transfer or otherwise dispose of your Account number or your right to use it, except by written assignment and signed by you (or by either of you) in the same manner as a personal, non-transferable personal check. If we provide Convenience Checks for your Account, you may not use them to obtain a loan or credit or to obtain a personal loan from us. Each One or more of the above services may be discontinued at any time by us.

any of our other banks.

**Obligations Under Your Account.** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us ..

**Effect of our rights under this Agreement, including our right to terminate your Account.**

**late fee.** If we do not receive a payment from you at least the amount of our Minimum Monthly Payment due, shown on your monthly statement, we may charge you a late payment fee.

**Penalty for the Payment Due Date shown on your monthly statement.** We may charge you a late payment fee if ..

on each of the payments made by you to us. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on an U.S. bank or U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply our payments to the balances in your account in whatever manner we determine. The law we will apply to our payments to you is the law of the state in which we have our principal place of business.

**Credit Line/Authorized Usage:** Your credit line is shown on the back of your Card. Since we may change your credit line from time to time, your later credit line will appear on your monthly statement. You agree not to make a purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has been charged, and we have the right to renew authorizations to make purchases or accomplish other acts on your Account, and we have the right to require payments to recur automatically on your Account. If such Advances as you consider it necessary to repay payments to recur automatically on your Account, we will send a statement at the end of each monthly billing cycle in which your Account has been charged, and we have the right to renew authorizations to make purchases or accomplish other acts on your Account, and we have the right to require payments to recur automatically on your Account.

For your benefit, the Minimum Monthly Payment and how to start time, pay the full amount you owe us. **Finance Charges** are a minimum **1% FINANCE CHARGE** in the amount selected in the **Table of Interest** rates. Your balance credit in which a minimum **1% FINANCE CHARGE**.

We calculate the "Future Subject to FINANCE CHARGE" separately for Purchases and Cash Advances but add a Periodic FINANCE charge for the day you take the Cash Advance until the day you receive payment in full. However, you have a grace period for Purchases. (You will not pay a Periodic FINANCE charge for Purchases until the day after the grace period ends.)

**CHANGES on current or previous statement** (or that balance was zero or a credit amount) and you pay<sup>1</sup> your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply an appropriate daily periodic rate, stated in our Table of Interest Charges, to the daily balance of purchases, cash advances and previous billing cycle purchases. The sum of these daily contributions is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in the daily balance for the beginning of the billing cycle.

1. **Current Purchases and Cash Advances.** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances on your Account each

any which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchase (including fees that are treated as Purchases) and net Credit Advances and then subtract any payments or credits. This gives the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. We start with the outstanding balance of a previous billing cycle, plus the beginning balance of Purchases on your Account, each day during that billing cycle, which includes any periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. We then subtract the daily balance for previous billing cycle Purchases. The daily balance for previous cycle Purchases is considered to be each day of the previous billing cycle if you paid in full the New Balance on

OR REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

TERMINATION: We may terminate your privilege under this Agreement or, if you fail to make Purchases or obtain Cash Advances at any time (and for any reason in writing whatsoever) without notice or liability, if we feel you may return your Cards and any unused Convenience Checks to us in full. You agree that you will not

FIRST USA.

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**  
03:00pm  
JUN 20 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hays*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

: CIVIL DIVISION

Plaintiff :

vs.

APRYL M AUGHENBAUGH

: NO: 08-290-CD

Defendant :

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:

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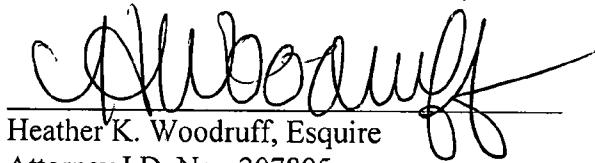
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**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

**TO THE CLERK OF JUDICIAL RECORDS:**

Kindly enter judgment by default for failure to respond to Plaintiff's Complaint in the amount of \$8,819.57, which includes reasonable attorneys' fees. Notice of the intent to file a default judgment was served upon the Defendant on October 13, 2008. A copy of the Notice of Intent to Take Default Judgment is attached hereto and marked Exhibit "A."

Edwin A. Abrahamsen & Associates, P.C.

  
Heather K. Woodruff, Esquire  
Attorney I.D. No.: 207805  
Attorney for Plaintiff

**JUDGMENT**

AND NOW, this 12<sup>th</sup> day of November, 2008, Judgment is hereby entered in favor of the Plaintiff and against the Defendant in the amount of \$8,819.57, which includes reasonable attorneys' fees for failure to respond to Plaintiff's Complaint.

CLERK OF JUDICIAL RECORDS

  
\_\_\_\_\_  
J.

**FILED** Atty pd. 20.00

11/12/2008 1:00:00 PM  
NOV 12 2008 1:00:00 PM  
to Def.

S William A. Shaw  
Prothonotary/Clerk of Courts Statement (60)  
to Atty

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

:

Plaintiff

:

CIVIL DIVISION

:

vs.

:

APRYL M AUGHENBAUGH

:

Defendant

:

:

:

:

---

**CERTIFICATE OF SERVICE**

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

APRYL M AUGHENBAUGH  
5950 SHILOH RD  
WOODLAND PA 16831

Edwin A. Abrahamsen & Associates, P.C.

Date: November 5, 2008

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

UNIFUND CCR PARTNERS

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

vs.

APRYL M AUGHENBAUGH

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

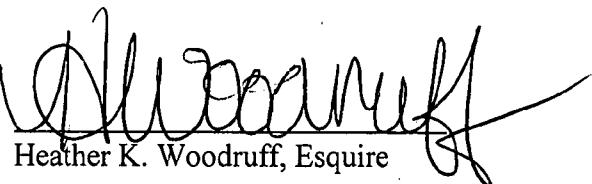
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State of Pennsylvania  
County of CLEARFIELD SS:

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;

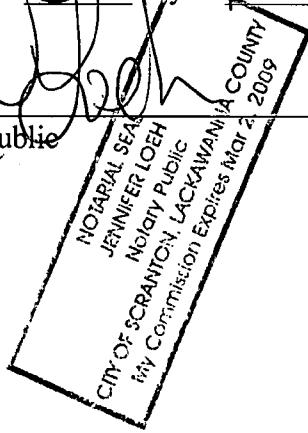
That the employment status of the defendant(s): APRYL M AUGHENBAUGH; is(are) unknown.



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 : CIVIL ACTION  
vs. :  
APRYL M AUGHENBAUGH : NO: 08-290-CD  
Defendant :  
:

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

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

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

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

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

:  
: CIVIL ACTION

Plaintiff :

:  
:  
:  
:  
:

vs.

:  
: NO: 08-290-CD

Defendant :

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:  
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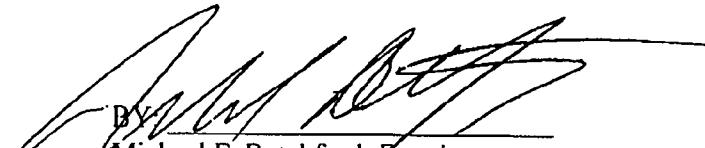
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**CERTIFICATE OF SERVICE**

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

vs.

APRYL M AUGHENBAUGH

Defendant : 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: Willie Abrahamsen  
BA

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

Unifund CCR Partners  
Plaintiff(s)

No.: 2008-00290-CD

Real Debt: \$8,819.57

Atty's Comm: \$

Vs.

Costs: \$

Apryl M. Aughenbaugh  
Defendant(s)

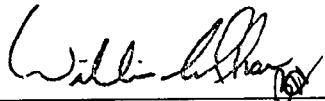
Entry: \$20.00

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/37/2018*  
**JUN 18 2018**

*7.10 AM 1947. Ratchford*

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

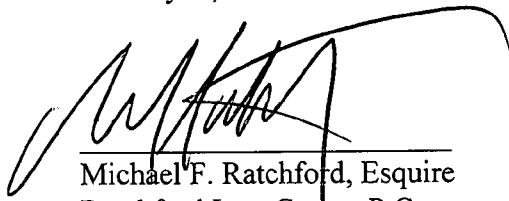
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PRAECIPE TO SATISFY THE JUDGMENT

To the Prothonotary of CLEARFIELD County Pennsylvania:

Please enter the above Praecipe to Satisfy the Judgment.

Thank you,

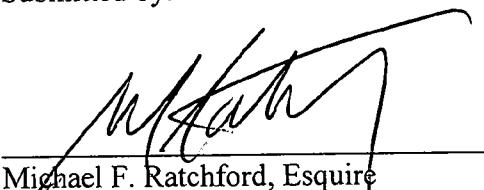


Michael F. Ratchford, Esquire  
Ratchford Law Group, P.C.  
Lawyer ID # 86285  
409 Lackawanna Ave Suite 320  
Scranton PA 18503

**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)

