

08-518-CD

~~Demetrius C. Brown~~ vs. Coil I. Fairman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Remit Corporation  
(Plaintiff)

36 W. Main St.  
(Street Address)

Bloomsburg PA 17815  
(City, State ZIP)

CIVIL ACTION

No. 08-518-CD

Type of Case: \_\_\_\_\_

Type of Pleading: Civil

VS.

Gail L. Fairman  
(Defendant)

1099 Junicola St. Ext  
(Street Address)

DuBois PA 15801  
(City, State ZIP)

Filed on Behalf of:

Remit Corporation  
(Plaintiff/Defendant)

Laurinda J. Voelcker  
(Filed by)

36 W. Main St. Bloomsburg PA 17815  
(Address)

570-387-1873  
(Phone)

[Signature]  
(Signature)

FILED Any pd.  
MAR 20 11:22 AM 95.00  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Any  
ICC Sheriff

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.


GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO.  
:

**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  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

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: CIVIL-LAW  
:  
: DOCKET NO.  
:

NOTICE TO DEFENDANT

TO THE DEFENDANT:

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

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

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

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



LAURINDA J. VOELCKER, ESQUIRE  
Attorney for Plaintiff

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

REMIT CORPORATION,	:	
Assignee of Unifund CCR,	:	
Plaintiff	:	
	:	
vs.	:	CIVIL-LAW
	:	
GAIL L. FAIRMAN,	:	DOCKET NO.
Defendant	:	

**COMPLAINT**

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

1. The Plaintiff, The Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.
2. The Defendant, Gail L. Fairman, is an adult individual residing at 1099 Juniata St. Ext, Du Bois, Clearfield County, Pennsylvania 15801.
3. Defendant obtained a Chase Manhattan Bank USA, Visa Card credit card on or about May 17, 1993, from Chase Bank USA, National Association, (hereinafter "original creditor"), Account number 4226 6102 5095 1494.
4. Unifund CCR Partners purchased the account of Gail L. Fairman 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 \$5,674.30 with interest continuing to accrue at 6.00% per annum.

6. Defendant's last payment on this account was made on or about September 3, 2004.

7. To date the balance is \$4,865.15 principal and \$809.15 interest for a total of \$5,674.30.

### **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 \$5,674.30.

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 \$5,674.30. 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 \$5,674.30 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 \$5,674.30.

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 \$5,674.30.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against Defendant in the amount of \$5,674.30, 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 \$5,674.30.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$5,674.30 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 \$5,674.30 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

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:  
**FAIRMAN, GAIL L** # 547703  
**4226610250951494**

for the sum of **\$5,674.30** arising from unpaid credit card services with interest accruing at 6.00% per annum.

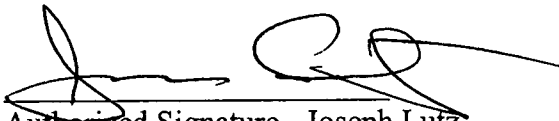
The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

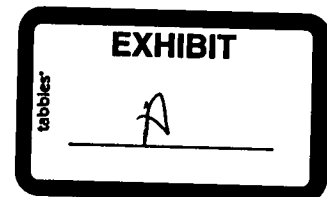
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding 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 29th day of

January, 2008.

  
Authorized Signature - Joseph Lutz  
Unifund CCR Partners



# AFFIDAVIT OF INDEBTEDNESS

State of Ohio )  
County of Hamilton ) ss.

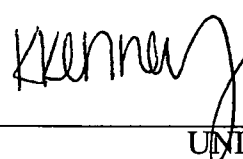
Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal 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 GAIL L FAIRMAN, Account Number 4226610250951494, the amount of \$5655.10.

This account was issued under the name of CHASE MANHATTAN BANK USA NA and acquired from Chase Bank USA NA. Said account has been forwarded to REMIT Corporation, as attorney for Plaintiff Unifund CCR Partners assignee of Palisades Collection LLC, 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.

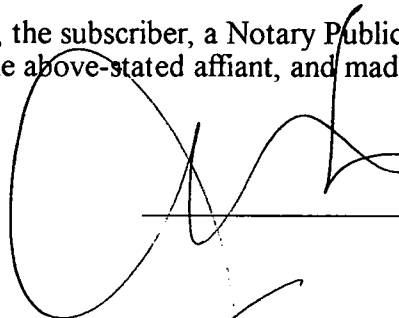
I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

 DATED this 12/23/2007  
\_\_\_\_\_  
UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative  
Title

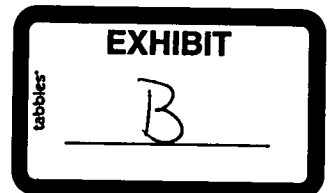
10625 Techwoods Circle, Cincinnati, OH 45242  
Address

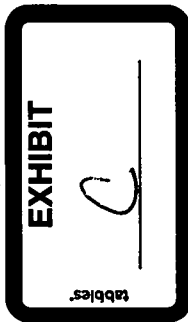
I hereby certify that on 12/23/2007, before me, the subscriber, a Notary Public for the State/County aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

\_\_\_\_\_  
Notary Public  
My commission Expires \_\_\_\_\_



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





CHASE  
Manhattan  
Bank

• your Account was not closed by us because your credit limit was exceeded by 50% or more.

If you do not meet both of the conditions above, then your Account will lose its Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account all the six month review date, or in subsequent monthly reviews, if the following 3 conditions are met:

- your Account is open and
- your credit limit is not exceeded, and
- you made at least the required minimum payments by their payment due dates in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

**Consumer Reports:** We may obtain a consumer report on you at any time in the future to review your Account.

**FOR OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

### YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

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

**Notify Us in Case of Errors or Questions About Your Bill:**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill after the words "Send Inquiries To." Write to us no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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 must reach us three business days before the automatic payment is scheduled to occur. Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

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

### Special Rule for Credit Card Purchases

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 contact 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 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 services.

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. **Meaning of Words Used in This Agreement.** "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered boxes referenced in this Agreement are located in the Pricing Schedule. In this Agreement, "you", "your", or "yours" means each person who applied for the Visa or MasterCard Account. "We," "us," or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account Number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

2. **Services of This Account.** This Account may be used for Purchases from any Seller that accepts the Card and for Advances

3. **To Use Your Card.** You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you tell the Seller to complete the sales slip for you.

4. **Your Responsibilities for This Account.** You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they make.

5. **Your Credit Line.** Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. **Overlimit Fee.** If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle until you are over your credit line even if we authorize the transaction which causes your credit line to be exceeded.

Preferred Pricing will apply, if you fail to make any required minimum payment by the Payment Due Date. You may lose regular/standard Preferred Pricing and Non-Preferred Pricing will apply, if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement.

Balance Transfer transactions will not be eligible for the grace period for Purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. We may identify Balance Transfers and the related promotional balances by different terms. For example, any Balance Transfer made in connection with a new account may be referred to as a "Transferred Balance". For existing accounts, we may use the term "Balance Transfer". If the special rates stated in an offer will apply only to Purchase or Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account, we may identify such promotional balances as "Current Purchases" or "Current Advances". All other Purchases or Advances in such an offer may be identified as "Prior Purchases" or "Prior Advances", and will be subject to the same terms in effect when you accepted our offer. After any special rate from a Balance Transfer transaction expires, we may use the terms Purchases and Advances, as applicable, to refer to your outstanding Account Balances. If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, or is used in any way not specified in the promotional offer we make you, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

#### TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction. You may take an Advance as follows: 1) Using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not certify these Checks. 2) Using any of our ATM's or any ATM which may be provided for your use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may treat as Advances, including but not limited to wire transfers, money orders, travelers cheques, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash. 2. Declined Check Fee. You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line, or would be if such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee disclosed in Box 10 for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been canceled or has expired; if a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

#### TERMS FOR PURCHASES

This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

#### TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. Calculation of the Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

7. Annual Fee. If there is an Annual Fee for the Account, you will be billed the Annual Fee disclosed in Box 7 whether or not you have used the Account. If your Annual Fee has been waived, it will be billed when the waiver period has ended, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. Payments. All payments must be made and received by us in accordance with the payment instructions that appear on your monthly statement. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have a bank account in the United States, we will automatically debit your account on the payment date. If you do not have a bank account in the United States, you will be billed for any balance that may remain on your Account. In our sole discretion, we will decide how to apply your payments. Although we post your payments as of the business day we receive them as described on our statements, your Total Available Credit may not be restored for up to 5 days after we post your payment.

9. Returned Payment Fee. You will be charged the fee disclosed in Box 10 for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay either the Minimum Payment or any amount over that up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (read "In Case of Errors or Inquiries About Your Bill") and multiplying that amount by two percent (2%). If the resulting amount is more than \$10, it will be refunded to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

11. Late Payment Fee/Charge. There will be a Late Payment Fee/Charge in the amount disclosed in Box 10 if you do not make the Minimum Payment by the Payment Due Date shown on your statement.

12. If Your Cards or Checks are Lost or Stolen. If someone used your Card(s) or Checks without your permission or if they are lost or stolen, notify us immediately. You may call or write. Call toll free 1-800-648-9911 anytime from all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. Write to: PO Box 9072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed \$50 in any case where your Card(s) are lost or stolen and not liable to contact us within twenty-four (24) hours. You will not be liable for unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

13. If Your Card or Check is Refused. We are not responsible if a merchant, Bank or ATM refuses to honor your Card or Check. Although you

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

18. Authorization to Provide Information. As permitted by law, you authorize us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at PO Box 15823, Wilmington, DE 19850-5823.

20. Changing the Terms of This Agreement. We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

22. Cancellation. We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be translated. If we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or cancelled at any time without notice or refund.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

24. Telephone Monitoring. You agree that your telephone communications with us may be monitored and recorded to improve customer service and security.

25. Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

26. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

### SPECIAL RATES

From time to time, we may offer you special Periodic Rates and terms on your Account, either for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement) or for other offers on your Account such as introductory, promotional or other reduced rate offers. If we do, we will advise you of the special rates, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. The terms of this Agreement apply to any such special rates. If a special rate is variable, then the "Variable Rate" terms of this Agreement (including the Pricing Schedule) will apply. You may lose any special rate that is offered you and regular/standard

on the date the transaction occurs or on the first day of the billing cycle if is received by us (whichever is later). The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debits to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances or Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchases balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement.

For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$0.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the "Payment Due Date" shown on the monthly statement. (This is known as the "grace period".) You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply; when it does not, the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. If "Preferred" and "Non-Preferred" rates appear in the Pricing Schedule, this section applies to your Account. Your Account will be reviewed every month on your statement closing date to determine your continued eligibility for Preferred Customer Pricing. Your Account will retain Preferred Customer Pricing if, as of the review date, the following conditions are met:

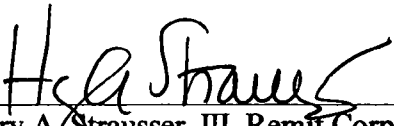
\* you made at least the required minimum payments by their payment due dates in at least 5 of the last 6 months (including the current month); and

**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



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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

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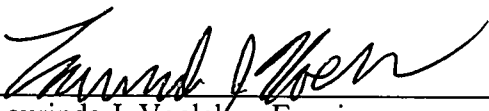
CIVIL-LAW

DOCKET NO.

**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 17<sup>th</sup> day of March, 2008

  
\_\_\_\_\_  
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

JAN-21-2008 09:39:54



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
FAIRMAN	gail l	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, 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: NKNCAMXIXD*

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

GAIL L. FAIRMAN,  
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: Gail L. Fairman  
1099 Juniata St. Ext  
Du Bois, PA 15801

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, PENNSYLVANIA

DOCKET # 103933  
NO: 08-518-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: REMIT CORPORATION  
vs.  
DEFENDANT: GAIL L. FAIRMAN

SHERIFF RETURN

NOW, April 03, 2008 AT 2:15 PM SERVED THE WITHIN COMPLAINT ON GAIL L. FAIRMAN DEFENDANT AT 1099 JUNIATA ST. EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SCOTT FAIRMAN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED

013:09:01  
JUL 11 2008


William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	8957	10.00
SHERIFF HAWKINS	THE REMIT CORP	8957	37.19

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

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: DOCKET NO. 08-518-CD  
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**PRAECIPE FOR JUDGMENT AND ASSESSMENT OF DAMAGES**

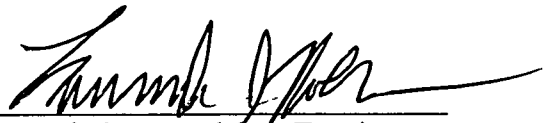
**TO THE PROTHONOTARY:**

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

Real debt	\$5,674.30
Attorney Fees	\$1,216.29
Costs	\$ 142.19
Default judgment	\$ 20.00
Interest from Mar 20, 2008	\$ 113.49

Total:	<u>\$7,166.27</u>
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Kindly assess damages against Defendant in the sum of \$7,166.27 plus continuing interest at the statutory rate of 6%.

BY:   
Laurinda J. Voelcker, Esquire  
Attorney for Plaintiff

**FILED** pd \$20.00 Atty  
m/12:00Lm 1cc notice to defd  
JUL 31 2008 2cc statement to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

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CIVIL-LAW

DOCKET NO. 08-518-CD

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TO: Gail L. Fairman  
1099 Juniata Street Ext.  
Du bois, PA 15801

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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.

<u>X</u>	Judgment by Default
<u>      </u>	Money Judgment
<u>      </u>	Judgment in Replevin
<u>      </u>	Judgment of Possession
<u>      </u>	Judgment on Award on Arbitration
<u>      </u>	Judgment on Verdict
<u>      </u>	Judgment on Court findings

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.

GAIL L. FAIRMAN,  
Defendant

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: CIVIL-LAW  
:  
: DOCKET NO. 08-518-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 July 15, 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.

GAIL L. FAIRMAN,  
Defendant

CIVIL-LAW

DOCKET NO. 08-518-CD

***NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT***

TO: Gail L. Fairman  
1099 Juniata Street Ext.  
Du bois, PA 15801

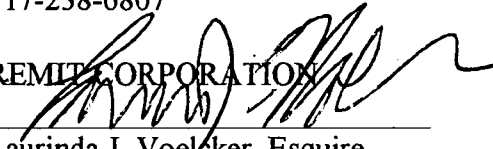
DATE OF NOTICE: **July 15, 2008**

**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:  
Gail L. Fairman  
1099 Juniata Street Ext.  
Du bois, PA 15801

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

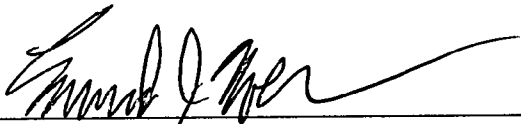
GAIL L. FAIRMAN,  
Defendant

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: DOCKET NO. 08-518-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 <sup>28<sup>th</sup></sup> day of June, 2008



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

JUL-28-2008 06:30:40



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

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

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

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

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

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

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

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

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

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

Report ID: **BINRCAJXZYJ**

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

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:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-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: Gail L. Fairman  
1099 Juniata St. Ext  
Du Bois, PA 15801

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 ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Q3074

Remit Corporation  
Plaintiff(s)

No.: 2008-00518-CD

Real Debt: \$7,166.27

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gail L. Fairman  
Defendant(s)


Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 31, 2008

Expires: July 31, 2013

Certified from the record this July 31, 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

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

COPY

Remit Corporation

Vs.

No. 2008-00518-CD

Gail L. Fairman

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$7,166.27 on July 31, 2008.

William A. Shaw

Prothonotary

A handwritten signature in black ink, appearing to read 'William A. Shaw', is written over a horizontal line. To the right of the signature, the initials 'Lm' are handwritten.

William A. Shaw

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

REMIT CORPORATION	:
	:
Plaintiff	:
	: CIVIL ACTION - LAW
VS.	:
	: NO. 08-518-CD
GAIL L. FAIRMAN	:
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 assignee of Palisades Collection, LLC 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 08-518-CD against Defendant, GAIL L. FAIRMAN, for the sum of \$5,836.49 which constitutes damages and costs of suit, plus interest at 6.00% annum from 07/31/2008, 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  
m/11:3864  
MAR 29 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
Plff pd. 7.00  
3cc  
Plff

IN WITNESS WHEREOF and intending to be legally bound hereby,

Remit Corporation, has executed this Assignment

this 23<sup>rd</sup> 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



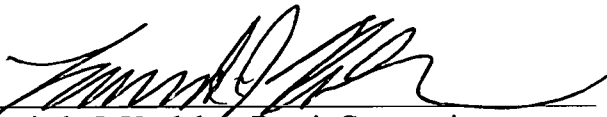
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION :  
 :  
Plaintiff :  
 : CIVIL ACTION - LAW  
VS. :  
 : NO. 08-518-CD  
GAIL L. FAIRMAN :  
Defendant :

**PRAECIPE TO MARK JUDGMENT TO USE OF ASSIGNEE**

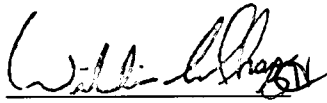
TO: PROTHONOTARY:

Please mark the Judgment entered in the above captioned case against the Defendant(s), GAIL L. FAIRMAN, to and for the use of Unifund Corporation assignee of Palisades Collection, LLC, 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 29<sup>th</sup> day of March, 2010,  
the Judgment entered in the above captioned case against the Defendant (s),  
GAIL L. FAIRMAN, is hereby marked to and for the use of Unifund Corporation assignee of  
Palisades Collection, LLC.

  
Prothonotary

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

UNIFUND CORPORATION,  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-CD  
:

**PRAECIPE FOR WRIT OF EXECUTION**  
**Personal Property Levy**

To the Prothonotary:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against GAIL L. FAIRMAN, defendant,
- (3) against N/A, garnishee;
- (4) and enter this writ in the judgment index
  - a. against GAIL L. FAIRMAN, defendant, and
  - b. against N/A, as garnishee,

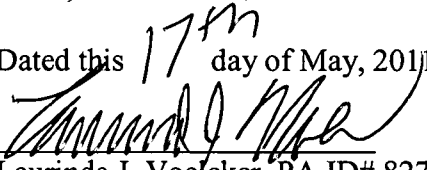
as a lis pendens against real property of the defendant in name of garnishee(s) as

follows: N/A

(5) Amount Due:	\$ 7,166.27
Interest from 7/31/2008	\$ 1,201.58
Other:	\$ 7.00
Credits:	\$ 0
Costs to be added:	
Clerks Fee:	\$ 20.00
Sheriff:	\$ 250.00
Total:	\$ 8,644.85

*Additional*  
\$ 122.00 Prothonotary costs

Dated this 17<sup>th</sup> day of May, 2011

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

FILED Piff. 20.00  
MAY 20 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
3cc @ Lowmints  
to Sheriff

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

UNIFUND CORPORATION  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-CD  
:

**WRIT OF EXECUTION  
NOTICE**

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have 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 that 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 claim form and demand 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 you 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE 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

Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

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

UNIFUND CORPORATION  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-CD  
:

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession that has been levied upon:

a. I desire that my \$300.00 statutory exemption be:

☐ (i) set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_

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

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

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

a. My \$300.00 statutory exemption: ☐ in cash; ☐ in kind (specify property):  
\_\_\_\_\_

b. 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 exemptions are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

Defendant: \_\_\_\_\_

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF  
CLEARFIELD COUNTY:

Clearfield County Sheriff's Department  
230 East Market St.  
Clearfield, PA 16830  
814-765-2641

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

- (1) \$300.00 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.

GAIL L. FAIRMAN,  
Defendant

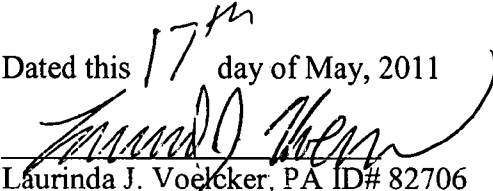
:  
:  
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: CIVIL-LAW  
:  
: DOCKET NO. 08-518-CD  
:

**WAIVER OF WATCHMAN**

Any deputy sheriff levying upon or attaching any property under within may leave same without a watchmen, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction, or removal of any such property before sheriff's sale thereof.

GAIL L. FAIRMAN  
1099 Juniata Street Ext  
DuBois, PA 15801

Dated this 17<sup>th</sup> day of May, 2011

  
Laurinda J. Voelcker, PA ID# 82706  
Attorney for Plaintiff  
36 West Main Street  
Blombsburg, PA 17815  
Telephone: 570-387-1873  
Fax: 570-387-6474

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

UNIFUND CORPORATION  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-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, nor has been in such service within thirty days hereof.

Dated this, <sup>17<sup>th</sup></sup> day of May, 2011



Laurinda J. Vcelcker, PA ID# 82706  
Attorney for Plaintiff  
36 West Main Street  
Bloomsburg, PA 17815  
Telephone: 570-387-1873  
Fax: 570-387-6474



Department of Defense Manpower Data Center

May-17-2011 09:07:05



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
FAIRMAN	GAIL	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, 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 "defenseink.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(c)(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:30F2MIDR0B

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

UNIFUND CORPORATION  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-CD  
:

**CERTIFICATION OF ADDRESSES**

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

Plaintiff: UNIFUND CORPORATION  
10625 Techwoods Circle  
Cincinnati, OH 45242

Defendant: GAIL L. FAIRMAN  
1099 Juniata Street Ext  
DuBois, PA 15801

Respectfully Submitted,



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

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

COPY

UNIFUND CORPORATION  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-CD  
:

**WRIT OF EXECUTION**  
**Personal Property Levy**

Commonwealth of Pennsylvania  
County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest, and costs against GAIL L. FAIRMAN, levy on the personal property of the Defendant, who resides at 1099 Juniata Street Ext, DuBois, PA 15801 in Clearfield County, defendant.

- (1) you are directed to levy upon the property of the defendant and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant not levied upon in the possession of N/A, as garnishee, N/A and notify the garnishee that
  - a. an attachment has been issued;
  - b. except as provided in paragraph {c} the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. the attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. in which funds are deposited electronically on a recurring basis and are identified as funds that upon deposit are exempt from execution, levy, or attachment under Pennsylvania or federal law, or
    - ii. that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing office. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa. C.C. § 8123.

(3) if property of the defendant 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 garnishes and is enjoined as above states.

Amount Due:	\$ 7,166.27
Interest from 7/31/2008	\$ 1,201.58
Other:	\$ 7.00
Credits:	\$ 0
Costs to be added:	
Clerks Fee:	\$ 20.00
Sheriff:	\$ 250.00
Total:	\$ 8,644.85

*132.00 Prothonotary costs - Additional*

Seal of the Court

By *William L. Lillian* Prothonotary  
Deputy *AD* 5/20/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21348  
NO: 08-518-CD

PLAINTIFF: UNIFUND CORPORATION  
vs.  
DEFENDANT: GAIL L. FAIRMAN

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 5/20/2011

LEVY TAKEN 7/15/2011 @ 10:27 AM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/25/2012

FILED  
01314830  
APR 25 2012  
William A. Shaw  
Prothonotary/Clerk of Court

DETAILS

7/15/2011 @ 10:23 AM SERVED GAIL L. FAIRMAN

SERVED GAIL FAIRMAN, DEFENDANT, AT HER RESIDENCE 1099 JUNIATA STREET, EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN, HUSBAND

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 27, 2012 RETURN WRIT AS PER PHONE CONVERSATION WITH NADINE AT REMIT CORPORATION. COULD NOT SELL VEHICLES REGISTERED TO GAIL AND SCOTT FAIRMAN.

@ SERVED

NOW, APRIL 25, 2012 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21348  
NO: 08-518-CD

PLAINTIFF: JN LIND CORPORATION

vs.

DEFENDANT: G/ L. FAIRMAN

Execution RE PERSONAL PROPERTY


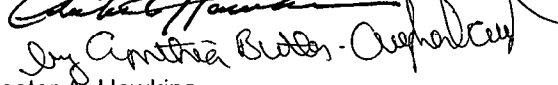
SHERIFF RETURN

---

SHERIFF HAWKINS \$112.90

SUP CHARGE \$20.00 PAID BY PLAINTIFF

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

UNIFUND CORPORATION  
Plaintiff

vs.

GAIL L. FAIRMAN,  
Defendant

:  
:  
:  
: CIVIL-LAW  
:  
: DOCKET NO. 08-518-CD  
:

**WRIT OF EXECUTION**  
**Personal Property Levy**

Commonwealth of Pennsylvania  
County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest, and costs against GAIL L. FAIRMAN, levy on the personal property of the Defendant, who resides at 1099 Juniata Street Ext, DuBois, PA 15801 in Clearfield County, defendant.

- (1) you are directed to levy upon the property of the defendant and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant not levied upon in the possession of N/A, as garnishee, N/A and notify the garnishee that
  - a. an attachment has been issued;
  - b. except as provided in paragraph {c} the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. the attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. in which funds are deposited electronically on a recurring basis and are identified as funds that upon deposit are exempt from execution, levy, or attachment under Pennsylvania or federal law, or
    - ii. that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing office. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa. C.C. § 8123.



(3) if property of the defendant 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 garnishes and is enjoined as above states.

Amount Due:	\$ 7,166.27
Interest from 7/31/2008	\$ 1,201.58
Other:	\$ 7.00
Credits:	\$ 0
Costs to be added:	
Clerks Fee:	\$ 20.00
Sheriff:	\$ 250.00
Total:	\$ 8,644.85

122.00 Prothonotary costs-Additional

Seal of the Court

By William A. Hawks Prothonotary  
Deputy 5/20/11

Received this writ this 20<sup>th</sup> day  
of May A.D. 2011  
At 3:00 PM

C. Robert J. Hawks  
Sheriff By Anthony J. Butler - official

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME GAIL . FAIRMAN

NO. 08-518-CD

NOW, April 25, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Gail L. Fairman to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00
SERVICE	9.00
MILEAGE	19.38
LEVY	20.00
MILEAGE	19.38
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.76
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	19.38
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$112.90</b>

DEBT-AMOUNT DUE	7,166.27
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	250.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,201.58
MISCELLANEOUS	27.00
<b>TOTAL DEBT AND INTEREST</b>	<b>\$8,899.75</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	112.90
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	122.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$234.90</b>
<b>TOTAL COSTS</b>	<b>\$8,899.75</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff