

08-580-CD

Unifund CCR vs William Shimmel

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Unifund CCR Partners assignee of :
Palisades Collection, LLC : CIVIL ACTION
10625 Techwoods Circle :
Cincinnati, OH 45242 :

Plaintiff :

vs. :

NO: 08-580-CD

WILLIAM S SHIMMEL :
115 BAILEY SETTLEMENT HWY :
CLEARFIELD PA 16830 :

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 Any pd. 95.00
MAR 31 2009
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty
ICC Sheriff

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COMPLAINT

Plaintiff, Unifund CCR Partners assignee of Palisades Collection, LLC, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Unifund CCR Partners assignee of Palisades Collection, LLC, (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
2. The Defendant WILLIAM S SHIMMEL (hereinafter "Defendant") is an adult individual residing at 115 BAILEY SETTLEMENT HWY CLEARFIELD PA 16830.
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 JP MORGAN CHASE BANK with the account number 4029370012486532.
5. The within account was sold by JP MORGAN CHASE BANK 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 JP MORGAN CHASE BANK 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 JP MORGAN CHASE BANK credit card account number 4029370012486532, 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 August 31, 2005.

11. The principal amount was \$10,695.57 at the time it was received by Plaintiff.

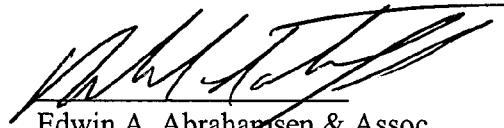
12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6.

13. The total amount due and owing the Plaintiff including interest, is \$12,380.29.

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

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$12,380.29 plus costs of suit, reasonable attorneys' fees of \$1,238.03 and any other relief as the Court deems just and appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Edwin A. Abrahamsen', is written over a horizontal line.

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

sbest@eaa-law.com

Exhibit A



BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated January 25, 2007 between Seller and Unifund Portfolio A, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of January 26, 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 January 31, 2007 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

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: [Signature]

Date: January 29, 2007

Title: Vice President

Unifund Portfolio A, LLC

By: [Signature]

Date: January 29, 2007

Title: Director Acquisitions

Exhibit A

BILL OF SALE

THIS BILL OF SALE is effective as of January 31, 2007 between **UNIFUND PORTFOLIO A, LLC**, an Ohio Limited Liability Company ("**Assignor**") and **CLIFFS PORTFOLIO ACQUISITION I, LLC**, a Delaware limited liability company ("**Assignee**"). Unless otherwise defined herein, terms used herein shall have the meanings specified in the Sale, Assumption, and Assignment Agreement effective as of January 31, 2007, between Assignor and Assignee (the "**Agreement**").

Assignor, for value received and in connection with the Agreement, transfers, sells, assigns, conveys, grants, and delivers to Assignee free, clear and unencumbered title to the Cliffs Subpool as defined in the Agreement and all of Assignor's rights thereto effective as of 12:01 AM on January 31, 2007 (the "**Effective Time**"). The sale is without recourse to Assignor and without warranty of any kind (including, without limitation, warranties pertaining to title, validity, collectibility, accuracy or sufficiency of information, and applicability of any statute of limitations), except as stated in the Agreement or herein.

UNIFUND PORTFOLIO A, LLC

By: 

Henry N. Thoman
Director, Acquisitions

Exhibit B

Cardmember Agreement

1. ACCEPTANCE OF THIS AGREEMENT

This agreement governs your credit card account with us referenced on the card carrier containing the card for this account. Any use of your account is covered by this agreement. Please read the entire agreement and keep it for your records. The entire agreement may be in separate parts, including this document and a "Rates and Fees" table that is expressly made a part of this agreement. You authorize us to pay for and charge your account for all transactions made on your account. You promise to pay us for all transactions made on your account, as well as any fees or finance charges. If this is a joint account, each of you, together and individually, is responsible for paying all amounts owed, even if the account is used by only one of you.

Please sign the back of your credit card when you receive it. You will be bound by this agreement if you or anyone authorized by you use your account for any purpose, even if you don't sign your card. Whether you use your account or not, you will be bound by this agreement unless you cancel your account within 30 days after receiving your card and you have not used your account for any purpose.

Throughout this agreement, the words "we", "us" and "our" mean Chase Manhattan Bank USA, N.A., the issuer of your credit card and account. The words "you", "your" and "yours" mean all persons responsible for complying with this agreement, including the person who applied for the account and the person to whom we address billing statements, as well as any person who agrees to be liable on the account. The word "card" means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this agreement.

2. USING YOUR ACCOUNT

Your account is a consumer account and should be used only for personal, family or household purposes. Unless we agree or it is required by law, we will not be responsible for merchandise or services purchased or leased through use of your account. You promise to use your account only for valid and lawful transactions. For example, internet gambling may be illegal in some places. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible.

Types of Transactions:

- **Purchases:** You may use your card to pay for goods or services.
- **Checks:** We may provide you cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks may also be referred to as convenience checks.
- **Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit line, we may process a partial balance transfer up to your available credit line.
- **Cash Advances:** You may use your card to get cash from automatic teller machines, or from financial institutions accepting the card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, casino gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this account. Cash Advances may also be referred to as Advances.
- **Overdraft Advances:** If you have an eligible checking account with one of our related banks, you may link this account to your checking account with our related bank to cover an overdraft on that checking account under the terms of this agreement and your checking account agreement.

Billing Cycle:

In order to manage your account, we divide time into periods called "billing cycles." Each billing cycle is approximately one month in length. For each calendar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether

or not there is a billing statement for that billing cycle.

Authorized Users:

If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your account according to the terms of this agreement. This includes your responsibility for paying all charges on your account made by an authorized user.

You may request an additional card for use by an authorized user on your account. If you do so, this account may appear on the credit report of that authorized user.

You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or cards with a different account number. You should also recover and destroy any cards, checks or any other means of access to your account from that authorized user.

Credit Line:

Your credit line appears on your billing statements. Your billing statement also may show that only a portion of your credit line may be used for cash advances. Cash advance checks, cash advances and overdraft advances are charged against the cash advance portion of your credit line, and all other transactions are charged against your credit line. You are responsible for keeping track of your account balance, including any fees and finance charges, and making sure it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overlimit fee as described in this agreement. We may, but are not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if we ask you to. This agreement applies to any balance over your credit line.

At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance portion of your credit line, at any time. However, if you have asked us not to do so, we will not increase your credit line. A change to your credit line will not affect your obligation to pay us.

Transactions in Foreign Currencies:

If you make a transaction in a foreign currency, Visa USA Inc. or MasterCard International, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedures in effect on the date it processes the transaction. Currently, each of them uses either a wholesale market rate or a government-mandated rate and adds one percent to that rate. We then add two percent to the figure provided to us. If either Visa USA or MasterCard International ceases adding one percent to the wholesale or government-mandated conversion rate, we will add three percent to the figure provided to us by that entity. The rate in effect on the processing date may differ from the rate on the date you used your card or account. The same process will be used if a transaction must be converted back into a foreign currency such as for a reversal.

Refusal to Authorize Transactions:

We may, but are not required to, decline a transaction on your account for any of the following reasons:

- because of operational considerations,
- because your account is in default,
- if we suspect fraudulent or unlawful activity or,
- in our discretion, for any other reason.

We are not responsible for any losses if a transaction on your account is declined for any reason, either by us or a third party, even if you have sufficient credit available.

For on-line transactions, we may require that you register your account with an authorization system that we select. We will notify you if we want you to register. If you do not register, we may decline your on-line transactions.

Refusal to Pay Checks:

Each check you write is your request for funds. When we receive a check for payment, we may review your account to decide whether to authorize that check. We may, but are not required to, reject and return unpaid a check for any reason, including the following examples:

- We or one of our related companies is the payee on the check.
- Your credit line or cash advance portion of your credit line has been exceeded, or would be exceeded if we paid the check.

- The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.
- You have used the check after the date specified on it.
- You are in default or would be if we paid the check.

Lost or Stolen Cards, Checks or Account Numbers:

If any card, check, account number or other means to access your account is lost or stolen, or you think someone used or may use them without your permission, you must notify us at once by calling the Cardmember Service telephone number shown on your card or billing statement. Do not use your account after you notify us, even if your card, check, account number or other means to access your account is found or returned. We may terminate or suspend your credit privileges when you notify us of any loss, theft or unauthorized use related to your account. You may be liable if there is unauthorized use of your account from which you receive no benefit, but you will not be liable for more than \$50.00 of such transactions, and you will not be liable for any such transactions made after you notify us of the loss, theft or unauthorized use. However, you must identify for us the unauthorized charges from which you received no benefit.

We may require you to provide us information in writing to help us find out what happened. We may also require you to comply with certain procedures in connection with our investigation.

3. PAYMENTS

Payment Instructions:

Your billing statement and accompanying envelope include instructions you must follow for making payments and sets forth the date and time by which we must receive the payment.

You agree to pay us amounts you owe in U.S. dollars drawn on funds on deposit in a U.S. financial institution or the U.S. branch of a foreign financial institution using a payment check, money order or automatic debit that will be processed or honored by your financial institution. We will not accept cash payments. Your total available credit may not be restored for up to 15 days after we receive your payment.

Any payment check or other form of payment which you send to us for less than the full balance that is marked "paid in full" or with a similar notation or that you otherwise tender in full satisfaction of a disputed amount (conditional payments), must be sent to us at the conditional payments address listed on your monthly statement. We reserve all our rights regarding such payments. For example, if it is determined there is no valid dispute or if any such payment is received at any other address, we may accept the payment and you will still owe any remaining balance. We may refuse to accept any such payment by returning it to you, not cashing it or by destroying it. All other payments that you make should be sent to the regular payment address shown on your monthly statements.

We reserve the right to electronically collect your eligible payment checks, at first presentment and any representation, from the bank account on which the check is drawn. Our receipt of your payment checks is your authorization for us to collect the amount of the check electronically, or, if needed, by a draft drawn against the bank account. Payment checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original payment check will be destroyed and an image will be maintained in our records.

Minimum Payment:

You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10 or less, your minimum payment due will be the New Balance. Otherwise, it will be any amount past due, plus one of the following amounts: \$10, 2% of the New Balance (reduced to the next lowest dollar) or the total finance charge shown on your statement (rounded up to the nearest dollar), whichever is greatest. But if any APR on your account is greater than 23% or your balance is over your credit line, we may require a minimum payment that is up to the sum of any amount past due, plus any amount over your credit line, plus the greater of \$10 and an amount up to 5% of the New Balance (reduced to the next lowest dollar), if the percentage of the New Balance you are required to pay increases, it will not decrease when your

APR decreases or your New Balance is under your credit line. For either calculation above, we may add to your minimum payment due any fees provided in this agreement such as late or overlimit fees.

Payment Allocation:

You agree that we are authorized to allocate your payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply your payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.

Credit Balances:

You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account.

Automatic Charges:

You may authorize a third party to automatically charge your account for repeat transactions (for example, monthly utility charges, memberships and insurance premiums). If automatic charges are stopped for any reason (including because your account is closed or suspended for any reason) or your account number changes, you are responsible for notifying the biller and paying these charges directly. If your account number changes, we may, but are not required to, pay from your new account number changes that you authorized to be billed to your old account number.

Promotions:

From time to time we may offer special terms for your account. If we do, we will notify you about the terms of the offer and how long they will be in effect. Any promotion is subject to the terms of this agreement, as modified by the promotional offer.

Delayed Payment Program:

We may offer you, in our discretion, a special promotional program that applies to eligible transactions made and/or posted to your account during a specified promotional period. We will notify you about the details of the program when we offer it to you. These transactions, if the offer provides, may be required to meet or exceed a specified dollar amount and/or take place at an eligible merchant location. If the offer provides, eligible transactions may be omitted from your account balance for the purpose of calculating the minimum payment due each month, or they may not be subject to any periodic rate finance charges for a specified period of time. If any portion of eligible transactions is not paid in full by the ending date of the program, or if your account is in default at any time during the program, that portion of the balance will thereafter be included in the minimum payment calculation and accrue finance charges in accordance with the regular terms of your agreement.

4. FINANCE CHARGES

Daily Periodic Rates and Annual Percentage Rates:

Your annual percentage rates ("APRs") and the corresponding daily periodic rates are listed on the "Rates and Fees" table (the "Table" or "Pricing Schedule") that is at the end of this document or provided separately. To get the daily periodic rate we divide the APR by 365, and in effect always round up at the fifth place to the right of the decimal point. We may also refer to standard rates and promotional rates as preferred rates and default rates as non-preferred rates. We may also refer to any rate or fee disclosed in the Table as a rate or fee disclosed in a Pricing Schedule Box.

Variable Rates:

One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in *The Wall Street Journal* two business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of *The Wall Street Journal*. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice.

A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or federal holiday. The Rates and Fees table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR.

Two business days before the Closing Date shown on your billing statement, we show what the Prime Rate is. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described

If our calculation results in a change to a daily periodic rate from the previous billing cycle because the Prime Rate has changed, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

Default Rates:

Your APRs also may vary if you are in default under this agreement or any other agreement you have with us or any of our related companies for any of the following reasons:

- We do not receive, for any payment that is owed on this account or any other account or loan with us, at least the minimum payment due by the date and time due.
- You exceed your credit line on this account.
- You fail to make a payment to another creditor when due.
- You make a payment to us that is not honored by your bank.
- To the extent allowed by law, if, at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

If any of these events occurs, we may increase the APRs (including any promotional APR) on all balances up to a maximum of the default rate stated in the Rates and Fees Table. We may consider the following factors to determine your default rate: the length of time your account has been open; the existence, seriousness and timing of defaults on your account; other indications of your account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs.

If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstate standard rates for all or selected balances on your account. We may also refer to this portion of the agreement as the "varied Customer Pricing Eligibility section."

Finance Charge Calculation—Average Daily Balance Method Including New Transactions:

We calculate periodic finance charges separately for each balance associated with a different category of transactions (for example, purchases, balance transfers, cash advance checks, balance transfer checks, cash advances, overdraft advances, and each promotion). These calculations may combine different categories with the same daily periodic rates. This is how it works:

We calculate periodic finance charges for purchases, balance transfers, cash advance checks, balance transfer checks, cash advances, and overdraft advances by multiplying the daily balance for each of those categories by the daily periodic rate for each of those categories, each day, and may have overdraft advances only if you have linked this account to a checking account with one of our related banks. We calculate the periodic finance charges for purchases, balance transfers, cash advance checks, balance transfer checks and cash advances subject to a promotional rate the same way, but we use the promotional rate.

• We get the daily balance for each day for each category:

• We take the beginning balance for that day.

• We add to that balance any new transactions, fees, other charges, and debit adjustments that apply to that category. We add a new purchase, cash advance, balance transfer or overdraft advance to the daily balance as of the transaction date, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.

• We subtract from that balance any payments, credits, or credit adjustments that apply to that category and that are credited as of that day.

• We treat a credit balance as a balance of zero.

• We get the beginning balance for each category for the next day, we add the daily periodic finance charge to the daily balance. If more than one daily

periodic rate could apply to a category because the rate for the category may vary based on the amount of its average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day. This agreement provides for daily compounding of finance charges.

To get the total periodic finance charge for the billing cycle, we add all of the daily periodic finance charges for each category for each day during that billing cycle. However, if any periodic finance charge is due, we will charge you at least the minimum periodic finance charge stated in the Rates and Fees Table. If it is necessary to add an additional amount to reach the minimum finance charge, we add that amount to the balance for purchases made during the billing cycle.

The total finance charge on your account for a billing cycle will be the sum of the periodic finance charges plus any transaction fee finance charges.

For each category we calculate an average daily balance (including new transactions) for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. If you multiply the average daily balance for a category by that category's daily periodic rate, and multiply the result by the number of days in the billing cycle, the total will equal the periodic finance charges for that balance attributable to that billing cycle, except for minor variations due to rounding.

Grace Period and Accrual of Finance Charges:

We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive payment of your New Purchases by the date and time your minimum payment is due and we received payment of your New Balance on your previous billing statement by the date and time your payment was due. This exception or "grace period" only applies to purchases and does not apply to balance transfers, balance transfer checks, cash advances, cash advance checks or overdraft advances.

Transaction Fees for Cash Advances:

We may charge you a cash advance fee in the amount stated in the Rates and Fees Table for each of the following transactions:

- cash advance checks;
 - cash advances.
- In addition, if you use a third party service to make a payment on your behalf and the service charges the payment to this account, we may charge a transaction fee for the payment.

These transaction fees are finance charges. We add the fee to the balance for the related category as of the transaction date of the cash advance.

Transaction Fees for Balance Transfers:

We may charge you a transaction fee in the amount stated in the Rates and Fees Table for each of the following transactions:

- balance transfer checks;
- balance transfers.

These transaction fees are finance charges. We add the fee to the balance for the related category as of the transaction date of the balance transfer. For example, a transaction fee for a balance transfer would be added to your balance transfer balance.

5. OTHER FEES AND CHARGES

We may charge the following fees. The amounts of these fees are listed in the Rates and Fees Table. These fees will be added to the balance for purchases made during the billing cycle.

Annual Fee:

If your account has an annual fee, it will be billed each year or in monthly installments (as stated in the Rates and Fees Table), whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your billing statement on which the annual fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our right to close your account or limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

Late Fee:

We may charge a late fee if we do not receive at least your required minimum payment by the date and time due as shown on your billing statement. We will calculate the late fee based on the Previous Balance shown on the billing statement on which the late fee appears. We may also refer to this fee as the late payment fee or charge.

Overlimit Fee:

If your account balance is over your credit line at any time during a billing cycle, even if only for a day, we may charge an overlimit fee. We may charge this fee even if your balance is over the credit line because of a finance charge or fee we imposed or a transaction we authorized. We will not charge more than one overlimit fee for any billing cycle. But we may charge an overlimit fee in subsequent billing cycles, even if no new transactions are made on your account, if your account balance still is over your credit line at any time during the subsequent billing cycles.

Return Payment Fee:

If (a) your payment check or similar instrument is not honored, (b) an automatic debit or other electronic payment is returned unpaid, or (c) we must return a payment check because it is not signed or cannot be processed, we may charge a return payment fee. We may also refer to this fee as the returned payment fee.

Return Check Fee:

If (a) we stop payment on a cash advance check or balance transfer check at your request, or (b) we refuse to pay a cash advance check or balance transfer check, we may charge a return check fee. We may also refer to this fee as the stop payment fee and the declined check fee.

Administrative Fees:

If you request a copy of a billing statement, sales draft or other record of your account or if you request two or more cards or any special services (for example, obtaining cards on an expedited basis), we may charge you for these services. We may also refer to these fees as the copy fee and the card replacement fee, respectively. In addition, if a Cardmember Service Representative initiates an electronic payment at your request, we may charge you a fee for this service. We may also refer to this fee as the expedited payment fee. However, we will not charge you for copies of billing statements, sales drafts or similar documents that you request for a billing dispute you may assert against us under applicable law. Other fees may apply for other services we provide that we will inform you about when we offer the service.

6. DEFAULT/COLLECTION

We may consider you to be in default if any of these occurs:

- We do not receive at least the minimum amount due by the date and time due as shown on your billing statement.
- You exceed your credit line.
- You fail to comply with the terms of this agreement or any agreement with one of our related companies.
- You file for bankruptcy.

• We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.

• You become incarcerated or in the event of your death.

If we consider your account to be in default, we may close your account without notice and require you to pay your unpaid balance immediately. We also may require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we close your account to be six or more billing cycles past due.

To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.

7. CLOSING YOUR ACCOUNT

You may close your account at any time. If you call us to close your account, we may require that you confirm your request in writing. We may close your account at any time or suspend your credit

privileges at any time for any reason without prior notice except as required by applicable law. If we close your account, we will not be liable to you for any consequences resulting from closing your account or suspending your credit privileges.

If you or we close your account, you and any authorized users must immediately stop using your account and destroy all cards, checks or other means to access your account or return them to us upon request. You will continue to be responsible for charges to your account, even if they are made or processed after your account is closed and you will be required to pay the outstanding balance on your account according to the terms of this agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately and change the default rate if we do not receive payment within the time we specify.

8. ARBITRATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION. NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, THE DECISION MAY BE MORE LIMITED EXCEPT AS OTHERWISE PROVIDED BELOW. THOSE RIGHTS ARE WAIVED.

Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

Parties Covered. For the purposes of this Arbitration Agreement, "we and us" means Chase Manhattan Bank USA, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we or us" shall mean any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance, companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

Claims Covered. Either you or we may, without the other's consent, elect mandatory binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to: the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law, such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity

of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term "Claim" is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy, against us; or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy, against us.

Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following three arbitration administrators: American Arbitration Association; JAMS/Endiscope ("JAMS"), or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators.

American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605. Web site: www.adr.org, 800-778-7879.

JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610. Web site: www.jamsadr.com, 800-352-5267.

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405. Web site: www.arbitration-forum.com, 800-474-2371.

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years' experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed (unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee paid by you

up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

Severability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

9. CHANGES TO THIS AGREEMENT

We can change this agreement at any time, regardless of whether you have access to your account, by adding, deleting, or modifying any provision. Our right to add, delete, or modify provisions includes financial terms, such as the APRs and fees, and other terms such as the nature, extent, and enforcement of the rights and obligations you or we may have relating to this agreement. Modifications, additions, or deletions are called "Changes" or a "Change."

We will notify you of any Change if required by applicable law. These Changes may be effective with notice only, at the time stated in our notice, in accordance with applicable law. Unless we state otherwise, any Change will apply to the unpaid balances on your account and to new transactions. The notice will describe any rights you may have with respect to any Change, and the consequences if you do or do not exercise those rights. For example, the notice may state that you may notify us in writing by a specified date if you do not want to accept certain Changes we are making. If you notify us in writing that you do not accept the Changes, your account may be closed (if it is not already closed) and you will be obligated to pay your outstanding balance under the applicable terms of the agreement. If you do not notify us in writing by the date stated in the notice, or if you notify us but then use your account after the date stated in the notice, you will be deemed to accept all Changes in the notice and to accept and confirm all terms of your agreement and all Changes in prior notices we have sent you regardless of whether you have access to your account.

10. CREDIT INFORMATION

We may periodically review your credit history by obtaining information from credit bureaus and others. We may report information about you and your account to credit bureaus, including your failure to pay us on time. If you request additional cards on

your account for others, we may report account information in your name as well as in the names of those other people.

If you think we have reported inaccurate information to a credit bureau, you may write to us at the Cardmember Service address listed on your billing statement. Please include your name, address, account number, telephone number and a brief description of the problem. If available, please provide a copy of the credit bureau report in question. We will promptly investigate the matter and, if our investigation shows that you are right, we will contact each credit bureau to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone. We will also notify the credit bureau that you dispute the information unless you let us know that you no longer dispute the information.

11. NOTICES/CHANGE OF PERSONAL INFORMATION

We will send cards, billing statements and other notices to you at the address shown in our files. Or, if this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account.

If you change your name, address, or home or business telephone number or email address (if you elect to receive billing statements or other notices on line), you must notify us immediately in writing at the address shown on the back of your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service.

12. TELEPHONE MONITORING AND RECORDING

We, and if applicable, our agents, may listen to and record your telephone calls with us. You agree that we, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

13. ILLINOIS CARDMEMBERS: INFORMATION SHARING

Our Privacy Policy, which you have received, describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of personal information about you with companies or organizations outside of our family of companies.

Illinois law provides that we may not share information about you with companies or other organizations outside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information to process your transactions or in response to a subpoena). You hereby agree that, if you choose not to exercise the opt out described in our Privacy Policy, you will be deemed to have authorized us to share personal information we have about you (including information related to any of the products or services you may have with any of our companies) with companies or other organizations outside of our family of companies.

14. ENFORCING THIS AGREEMENT

We can delay enforcing or not enforce any of our rights under this agreement without losing our right to enforce them in the future. If any of the terms of this agreement are found to be unenforceable, all other terms will remain in full force.

15. ASSIGNMENT

We may assign your account, any amounts you owe us, or any of our rights and obligations under this agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person.

16. GOVERNING LAW

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

17. FOR INFORMATION

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your account or this agreement.

18. 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 Cardmember Service address shown on your billing statement. 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 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 at least 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 limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If 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 10 days telling us that you still refuse to pay, we must tell 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 tell 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 \$50.00 of the questioned amount, even if your bill was correct.

Special Rules 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 correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. This right does not apply to check transactions. 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 \$50.00.

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

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Exhibit C

May 24 2007

Page 2 of 3

Statement for account number: 4029 3700 1248 6532

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$10,695.67	09/12/05	\$1,509.00	\$3,442.67

CHASE

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

402937001248653200344257010695570000006

00697 SEX 9 23005 0
WILLIAM S SHIMMEL
RR 4 BOX 85A
CLEARFIELD PA 16830-9189

|||||

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

|||||

:500016028: 90600124865322

CHASE

Statement Date: 07/21/05 - 08/18/05
Payment Due Date: 09/12/05
Minimum Payment Due: \$3,442.67

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4029 3700 1248 6532

Previous Balance	\$10,383.80	Total Credit Line	\$9,000
Purchases, Cash, Debits	+\$74.00	Available Credit	\$0
Finance Charges	+\$237.77	Cash Access Line	\$9,000
New Balance	\$10,695.57	Available for Cash	\$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 15153
Wilmington, DE 19886-5153

VISIT US AT:
www.chase.com/creditcards

An overlimit fee was assessed when your account exceeded the established credit limit.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit Debit
08/15		LATE FEE	\$39.00
08/18		OVERLIMIT FEE	\$5.00

FINANCE CHARGES

Category	Daily Periodic Rate 29 days in cycle	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	V .07805%	28.49%	\$10,503.44	\$237.77	\$0.00	\$237.77
Cash advances	V .07805%	28.49%	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges						\$237.77

Effective Annual Percentage Rate (APR): 28.49%

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.

Address Change Request

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

Street Address: _____

City: _____

State: _____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

Information About Your Account

Lost or Stolen Card: Please report your lost or stolen card immediately by calling the Customer Service number located on the front of your card. Advise us always available to assist you. You can reach us anytime by calling 1-800-451-1234.

Crediting of Payments: For payments by regular U.S. mail, send at least your minimum payment due to our post office box designated for payments shown on this statement. Your payments by mail must comply with the instructions on this statement, and must be made by check or money order payable in U.S. Dollars, and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. Do not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window. We cannot credit more than one payment at a time, and there can be no stamps, paper clips, tape or correspondence attached to your payment. If your payment is in accordance with our payment instructions and is made available to us on any day except December 25 by 10:00 a.m. local time at our post office box designated for payments on this statement, we will credit the payment to your account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 10:00 p.m. local time at our post office box designated for payments on this statement, we will credit it to your account as of the next day. If you do not follow our payment instructions or if your payment is not sent by regular U.S. mail to our post office box designated for payments, crediting of your payment may be delayed for up to 5 days. Payments made electronically through our automated telephone service, Customer Service advisors, or our web site will be subject to any processing times disclosed for those payments.

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

Checks Collected Electronically: We reserve the right to electronically collect your eligible payment checks, at first presentation and any replacement, from the bank account on which the check was drawn. Our receipt of your payment check is your authorization for us to collect the amount of the check electronically or if needed by a draft drawn against the bank account. Checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day you receive your payment. The original check will be destroyed and an image will be maintained in our records.

Conditional Payment: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise receive in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 1548, Wilmington, DE 19850-3259. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is cashed at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you receive should be sent to the appropriate payment address.

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

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

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

are added as of the date deposited by the payee or a later date of our choice). Fees are added either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle. This gives us that day's daily balance. A credit balance is treated as a balance of zero. If a daily periodic rate applies to any feature, we multiply the daily balance by the daily periodic rate to get your periodic finance charges for that day. We then add these periodic finance charges to your daily balance to get the beginning balance for the next day. If more than one daily periodic rate could apply based on the account daily balance, we will use the daily periodic rate that applies to the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day. If this statement shows a previous cycle average daily balance for purchases, we do the same thing for each day of the previous cycle to get the daily balance of purchases for the previous billing cycle. However, the daily balance for previous billing cycle purchases is considered to be zero for each day of the previous billing cycle if a periodic finance charge was already billed on purchases listed on your previous statement or no payment of your New Balance on your previous statement in full by the date and time your payment was due.

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

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

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

BILLING RIGHTS SUMMARY

In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write Cardmember Services on a separate sheet at P.O. Box 15259, Wilmington, DE 19850-3259 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

MA071005

Exhibit C

ACCOUNT NUMBER	BALANCE AS OF 12/20/2007	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
4029370012486532	12,197.44	PAST DUE	12,197.44	\$

Make Checks Payable To Unifund

UNIFUND STATEMENT

WILLIAM S SHIMMEL
115 BAILEY SETTLEMENT HWY
CLEARFIELD PA 16830

MESSAGE FROM UNIFUND

YOUR ACCOUNT IS PAST DUE \$12,197.44. 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
12/20/2007	This Account Was Issued Under The Name Of JP MORGAN CHASE BANK and Acquired From Chase Bank USA NA.	12,197.44	12,197.44	0	12,197.44

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

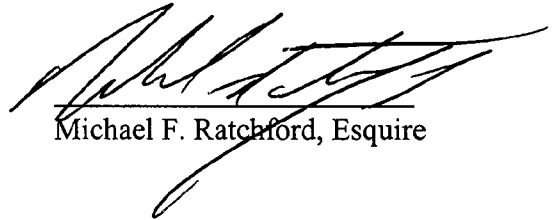
UNIFUND
10625 TECHWOODS CIRCLE
CINCINNATI, OH 45242

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.

VERIFICATION

I, Michael F. Ratchford, attorney for Plaintiff, Unifund CCR Partners assignee of Palisades Collection, LLC, 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



EDWIN A. ABRAHAMSEN
MICHAEL F. RATCHFORD
SCOTT J. BEST*
*ALSO MEMBER OF NJ BAR

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

March 14, 2008

Clearfield County Sheriffs
230 E. Market St.
Clearfield, PA 16830

Re: Unifund CCR Partners assignee of Palisades Collection, LLC vs. WILLIAM S
SHIMMEL
Our file Nos.: U07-1412

Dear Sheriff:

In regard to the above-noted matter, enclosed please find the following:


1. A true and correct copy of the Complaint;
2. The completed form for service;
3. A check for service;
4. A self-addressed return envelope for the return of service.

Please serve the named defendant in accordance with the County Rules of Civil Procedure. If you should have any questions or concerns, please do not hesitate to call me at (570) 558-5510.

The defendants address is : WILLIAM S SHIMMEL 115 BAILEY SETTLEMENT HWY
CLEARFIELD PA 16830

Thank you for your attention to this matter.

Edwin A. Abrahamsen & Associates, P.C.



Michael F. Ratchford, Esquire
mratchford@eaa-law.com

Enclosures
mfr/MR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103980
NO: 08-580-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: UNIFUND CCR PARTNRS assignee
vs.
DEFENDANT: WILLIAM S. SHIMMEL

SHERIFF RETURN

NOW, April 29, 2008 AT 1:40 PM SERVED THE WITHIN COMPLAINT ON WILLIAM S. SHIMMEL DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WILLIAM SHIMMEL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

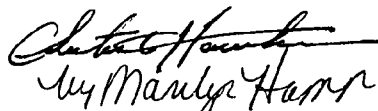
FILED
02:57 PM
JUL 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	007980	10.00
SHERIFF HAWKINS	ABRAHAMSEN	007980	24.00

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Unifund CCR Partners assignee
of Palisades Collection, LLC

Plaintiff

vs.

WILLIAM S SHIMMEL

Defendant

CIVIL DIVISION

NO: 08-580-CD

FILED

m/12:15pm

AUG 08 2008

William A. Shaw

Prothonotary/Clerk of Courts

pd \$20.00 Atty
icc notice to
deft

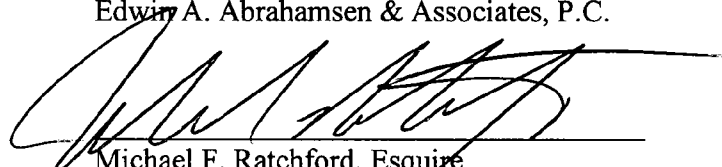
icc statement
to Atty

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 \$12,380.29, which includes reasonable attorneys' fees. Notice of the intent to file a default judgment was served upon the Defendant on June 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.

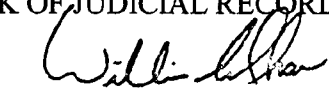


Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
Attorney for Plaintiff

JUDGMENT

AND NOW, this 8th day of August, 2008, Judgment is hereby entered in favor of the Plaintiff and against the Defendant in the amount of \$12,380.29, which includes reasonable attorneys' fees for failure to respond to Plaintiff's Complaint.

CLERK OF JUDICIAL RECORDS



cm
y.

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

Unifund CCR Partners assignee
of Palisades Collection, LLC

Plaintiff : CIVIL DIVISION

vs.

NO: 08-580-CD

WILLIAM S SHIMMEL

Defendant

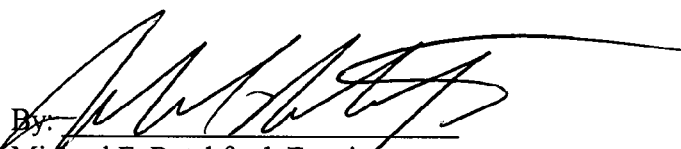
CERTIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on the date indicated below, I served a copy of the Praecipe 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:

WILLIAM S SHIMMEL
115 BAILEY SETTLEMENT HWY
CLEARFIELD PA 16830

Edwin A. Abrahamsen & Associates, P.C.

Date: August 6, 2008

By: 
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
120 Keyser Avenue
Scranton, PA 18504
(570) 558-5510

Unifund CCR Partners assignee
of Palisades Collection, LLC

Plaintiff

vs.

WILLIAM S SHIMMEL

Defendant

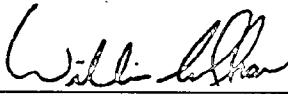
In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

NO: 08-580-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 \$ 12,380.29 on August 8, 2008.

By: _____



EA

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)

Unifund CCR Partners assignee
of Palisades Collection, LLC

Plaintiff

vs.

WILLIAM S SHIMMEL

Defendant

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

NO: 08-580-CD

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

State of Pennsylvania
County of CLEARFIELD SS:

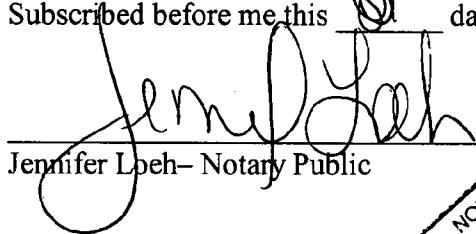
Michael F. Ratchford, Esquire being duly sworn according to law deposes and says that the above named defendant(s): WILLIAM S SHIMMEL; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

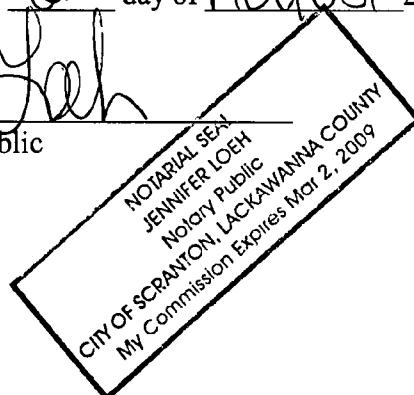
That the defendant(s): WILLIAM S SHIMMEL; is(are) older than eighteen years of age;

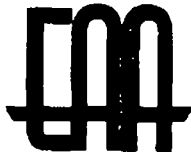
That the employment status of the defendant(s): WILLIAM S SHIMMEL; is(are) unknown.


Michael F. Ratchford, Esquire

Subscribed before me this 16th day of August 20 08


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

June 13, 2008

WILLIAM S SHIMMEL
115 BAILEY SETTLEMENT HWY
CLEARFIELD PA 16830

Re: Unifund CCR Partners assignee of Palisades Collection, LLC v. WILLIAM S SHIMMEL

CLEARFIELD County Civil Action No.:08-580-CD
Our file No.: U07-1412

Dear WILLIAM S SHIMMEL :

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 assignee of Palisades Collection, LLC	:	
	:	CIVIL ACTION
	:	
Plaintiff	:	
	:	
	:	
vs.	:	
	:	NO: <u>08-580-CD</u>
WILLIAM S SHIMMEL	:	
	:	
Defendant	:	
	:	
	:	
	:	

TEN DAY NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT

To: WILLIAM S SHIMMEL
115 BAILEY SETTLEMENT HWY
CLEARFIELD PA 16830

Date of Notice: June 13, 2008

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Unifund CCR Partners assignee
of Palisades Collection, LLC

Plaintiff

vs.

WILLIAM S SHIMMEL

Defendant

:
: CIVIL ACTION

:
: NO: 08-580-CD

CERIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on June 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:

WILLIAM S SHIMMEL
115 BAILEY SETTLEMENT HWY
CLEARFIELD PA 16830

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

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

COPY

Unifund CCR Partners
Palisades Collection, LLC
Plaintiff(s)

No.: 2008-00580-CD

Real Debt: \$12,380.29

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William S. Shimmel
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 8, 2008

Expires: August 8, 2013

Certified from the record this August 8, 2008



LM

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