

08-852-CD

Unifund CCR vs Paul Doherty

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Clearfield
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

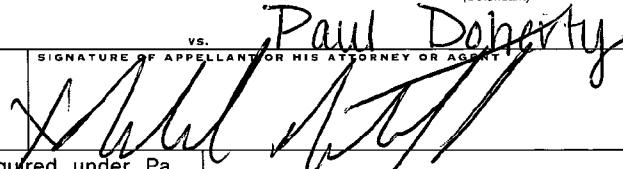
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

08-852-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
ADDRESS OF APPELLANT	46-3-03		
1729 Pittston Ave	CITY	STATE	ZIP CODE
Scranton	PA	18505	
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)	
4/11/08	Unifund	Paul Doherty	
CLAIM NO.	VS.		
CV 19 - 038-08	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
LT 19			
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.			
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.			
If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.			
Signature of Prothonotary or Deputy			

PRAECIPIE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPIE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OR NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19 _____. _____

Signature of Prothonotary or Deputy

FILED Atty pd,
MAY 11 2008 \$95.00
MAY 07 2008 Copy to: Amy Ratchford
William A. Shaw Def.
Prothonotary/Clerk of Courts MJ Rudella

44-286-80

44-286-80

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____, ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19 ____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____ on _____, 19 ____ by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19 ____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19 ____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19 ____.

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Clearfield
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

08-852-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
Unifund CCR Partners % Abrahamsen	46-3-03		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
1729 Pittston Ave	Scranton	PA	18505
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
4/11/08	Unifund (Defendant)		
CLAIM NO.	VS.		
CV 19 - 038-08	Paul Doherty		
LT 19	<i>[Handwritten signature of Paul Doherty]</i>		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

[Signature of Prothonotary or Deputy]

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OR NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19 _____

Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19 ____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____ on _____, 19 ____ by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19 ____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19 _____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19 _____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

MDJ Name: Hon.

MICHAEL A. RUDELLA

Address: **131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789** **16847-0444**

**% EDWIN A. ABRAHAMSEN & ASSOC., P.C.
1729 PITTSTON AVE.
SCRANTON, PA 18505**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**UNIFUND CCR PARTNERS
1729 PITTSTON AVE.
SCRANTON, PA 18505**

VS.

NAME and ADDRESS

**DOHERTY, PAUL
4973 KYLERTOWN-DRIFT. HWY
GRASSFLAT, PA 16839**

Docket No.: **CV-0000038-08**
Date Filed: **2/19/08**



THIS IS TO NOTIFY YOU THAT:

DEFAULT JUDGMENT DEF.

(Date of Judgment) **4/11/08**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) DOHERTY, PAUL	Amount of Judgment \$.00
<input checked="" type="checkbox"/> Judgment was entered against: (Name) % EDWIN A. ABRAHAMSEN & ASSOC. in the amount of \$.00	Judgment Costs \$.00
<input type="checkbox"/> Defendants are jointly and severally liable.	Interest on Judgment \$.00
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Attorney Fees \$.00
<input type="checkbox"/> This case dismissed without prejudice.	Total \$.00
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Post Judgment Credits \$ _____
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Post Judgment Costs \$ _____
	Certified Judgment Total \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

4-11-08 Date M. Rudella, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **4/14/08** **9:28:00 AM**

11121711

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS
10625 Techwoods Circle
Cincinnati, OH 45242

CIVIL ACTION

Plaintiff

vs.

PAUL DOHERTY
4973 KYLERTOWN DRIFTING HWY

NO: 08-852-CD

GRASSFLAT PA 16839

Defendant

FILED *acc
m 13, 2008 101 Atty
MAY 07 2008
Ratchford*
William A. Shaw
Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS :
10625 Techwoods Circle : CIVIL ACTION
Cincinnati, OH 45242 :
Plaintiff :
vs. :
PAUL DOHERTY : NO:
4973 KYLERTOWN DRIFTING HWY :
GRASSFLAT PA 16839 :
Defendant :

COMPLAINT

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

1. Plaintiff, UNIFUND CCR PARTNERS, (hereinafter "Plaintiff") is a Ohio corporation with a principal place of business located at 10625 Techwoods Circle, Cincinnati, OH 45242.
2. The Defendant PAUL DOHERTY (hereinafter "Defendant") is an adult individual residing at 4973 KYLERTOWN DRIFTING HWY GRASSFLAT PA 16839.
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 US BANK ND with the account number 4190040332290939.
5. The within account was sold by US BANK ND 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 US BANK ND 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 US BANK ND credit card account number 4190040332290939, 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 June 30, 2004.

11. The principal amount was \$4,785.78 at the time it was received by Plaintiff.

12. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 10.

13. The total amount due and owing the Plaintiff including interest, is \$6,852.10.

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 \$6,852.10 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,



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

6
X

FEB. 23, 2007 3:00PM US BANK

NO. 3629 7. 4

EXHIBIT

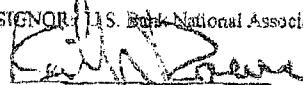
A

BILL OF SALE AND ASSIGNMENT OF ASSETS

The undersigned Assignor ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Unifund Portfolio A, LLC, an Ohio limited liability company ("Assignee") on an "AS IS" and "WITH ALL FAULTS" basis, without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right, title and interest in and to each of the assets identified in the Asset Schedule ("Asset Schedule") attached hereto as Exhibit A (the "Assets"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets.

| DATED: FEBRUARY 26, 2007

ASSIGNOR: U.S. Bank National Association ND

By: 

Name (print):

Title: Vice President of Retail Loss Prevention

Exhibit B

HARLEY-DAVIDSON® VISA® CARDHOLDER AGREEMENT

(Effective 07/15/00)

This Cardholder Agreement and Disclosure Statement ("Agreement") contains the terms which govern your Harley-Davidson Visa account ("Account"). Please take a few minutes to review this Agreement and then save it for your records. Reviewing this Agreement will help you make the most of your Harley-Davidson Visa credit card ("Card").

In this Agreement, the individual(s) who has applied for or agreed to be liable for the Account is referred to as "you", "your" or "Account Holder", and the creditor and issuer of this account is U.S. Bank National Association ND and is referred to as "us", "our", "we", or "the Bank". The accompanying card carrier may use these abbreviations: "BT" to indicate the Balance Transfer feature (if available - see section 5) and "MPR" to indicate the Monthly Periodic Rate (see section 15). This Agreement will be effective when you sign or use the Card or the Account or if you fail to return the Card to us within 30 days after it is issued to you, whichever happens first.

1. **Consumer Purpose.** The Account is intended to be used for *personal, family or household purposes*. If you use the Account for purposes other than personal, family or household purposes, the Bank can suspend your credit privileges and cancel your Account. In addition, certain protections extended to consumer credit transactions under Regulation Z of federal law may not apply if you use the Account for purposes other than personal, family or household.
2. **Purchases.** Your Account can be used to purchase goods and services ("Purchase") from participating establishments ("Merchants"). When you make Purchases by telephone or mail, you may not sign a sales draft or receive a receipt or have other documentation of the transaction. You agree to accept liability for Purchases you make or authorize to be made even though no documentation exists.
3. **Advances.** The following transactions, where permitted by law to be placed on credit cards, will be considered Advances: Cash Advances, Telephone Transfers, UBank® Overdraft Protection Transactions, PC Banking Transfers, Bankcard Checks and Quasi-Cash Advances. Quasi-Cash Advances include Wire Transfers, Travelers Checks, Money Orders, Foreign Cash Transactions, Casino Gaming Transactions, Betting Transactions, and Lottery Tickets. You can use your Account to obtain cash ("Cash Advances") either by presenting your Card at any bank or other financial institution that accepts the Card or by making a withdrawal of cash at an automatic teller machine ("ATM"). You may also advance funds from your Account using Telephone Transfer. All of these transactions are treated as Advances on your Account. Subject to credit availability, no more than 50% of your credit limit may be used for Cash Advances or Telephone Transfers.

Additionally, you may use your Account for UBank® Overdraft Protection transactions as described in section 6. Subject to credit availability, no more than 100% of your Credit Limit may be used for UBank Overdraft Protection transactions.

We may limit the amount and/or number of Advances you may make on your Account.

4. **Bankcard Checks.** We may supply you drafts which are preprinted with your name and Account number which you can use like checks to access your Account ("Bankcard Checks"). Only the person(s) whose name is printed on Bankcard Checks may sign them. All Bankcard Checks must be written in U.S. dollars. If one of your Bankcard Checks comes to us for payment and your Account's available credit is less than the indicated check amount, or your Account is in default, or your check is improperly signed or does not conform to our regularly accepted standards, we have the right to return the check unpaid. Bankcard Checks issued against your Account will be posted and treated as Advances. Subject to credit availability, up to 100% of your credit limit may be used for Bankcard Checks. Bankcard Checks cannot be used to make a payment on credit extended by the Bank or its affiliates, including the Account. *This feature is not available for secured card accounts.*
5. **Balance Transfer Line.** We may offer you the opportunity to transfer balances from other companies, including financial institutions. However, you cannot make Balance Transfers from the Bank or Bank affiliate accounts. If you respond by transferring balances to your Account from other companies, we will create a

separate line on your Account known as a Balance Transfer Line. Up to 100% of your total Credit Limit may be utilized as a Balance Transfer Line. The amount of your total Credit Limit which you utilize as a Balance Transfer Line reduces the amount of the Credit Limit available for Purchases and Advances. Finance Charges on Balance Transfers accrue from the date of transfer to your Account. From time to time special promotions may award Harley-Davidson Genuine Rewards Points on specific Balance Transfer transactions.

If you have reached your total credit limit, you may not transfer additional balances. Attempting to do so, however, will result, at our option, in one or more of the following: (a) Posting as an Advance the amount in excess of the total Credit Limit and an assessment of an Overlimit Fee; or (b) Returning the item unpaid.

6. **UBank® Overdraft Protection Privileges.** If you are applying for and are granted UBank Overdraft Protection privileges linking your Account and a designated U.S. Bank checking account, this section shall be a part of the Agreement: *This feature is not available for secured card accounts.*

- (a) You authorize us to complete UBank Overdraft Protection transactions (i.e., make automatic cash transfers) from your Account to your designated checking account of such amounts as may be necessary to prevent the checking account from being overdrawn. The amount of each UBank Overdraft Protection transaction will be posted and treated as a Cash Advance from your Account.
- (b) UBank Overdraft Protection transactions from your Account to your designated U.S. Bank checking account will be subject to daily or other overdraft, withdrawal, and UBank Overdraft Protection limitations which may change from time to time.
- (c) UBank Overdraft Protection transactions may be made by us in multiples of \$25 regardless of the amount of the overdraft and will be made only up to the unused portion of your credit limit.
- (d) UBank Overdraft Protection privileges may be canceled by us even though the Account or related privileges are not canceled.
- (e) Subject to credit availability, you may use up to 100% of your credit limit for UBank Overdraft Protection transactions.
- (f) UBank Overdraft Protection transactions will be made only once per day.

7. **Expanded Account Access.** I understand that:

- (a) Any card or PIN issued to or selected by me under this agreement will access multiple checking, savings, line of credit and credit card account(s) in my name at Bank or any of its bank affiliates; and
- (b) Any account opened under this Agreement may be accessed by any card(s) or PIN(s) that I have selected or that has been issued to me or may in the future be selected by me or issued to me by Bank or any of its bank affiliates.

“Access” means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for expanded account access. The fees and terms disclosed for each account apply. I understand that at UBank ATMs this expanded account access may be available for up to five checking, five savings, and five line of credit or credit card accounts, and that at other ATMs and with other methods of access, other limitations may apply.

8. **Authorized Signers.** We may, at the request of any Account Holder, issue a Card on the Account to a person (“Authorized Signer”) that you designate can use the Account. You agree to be liable for obligations incurred on the Account by an Authorized Signer. You agree not to give your Card to anyone else or to authorize anyone other than an Authorized Signer to use the Account. If you give your Card or Account number to someone other than an Authorized Signer, you will be liable for any charges that the person incurs.
9. **Credit Limit.** Your Credit Limit is the maximum amount of money we have determined you may charge and owe on your Account. If you have reached your credit limit, you may not make additional charges on your Account. Your initial Credit Limit is shown on the accompanying card carrier. We reserve the right to periodically reevaluate your Account and increase or decrease your credit limit accordingly. You may not increase your credit limit by carrying credit balances in excess of the credit limit we make available to you.

Your Credit Limit will appear on your monthly statement in total for Purchases and Advances.

10. **Promise to Pay.** You agree to pay for all Purchases, Advances, Balance Transfers, FINANCE CHARGES, Account Fees and any other obligations incurred on the Account. If there is more than one Account Holder, each of you, together and separately, are responsible for all amounts owed on the Account, even if the Account is used by only one of you, or by an Authorized Signer designated by only one of you.
11. **Method of Payment.** Payments must be made in U.S. dollars and checks must be drawn on a financial institution which is acceptable to the Bank in its reasonable discretion and located in the United States. If we choose to make an exception and accept a payment drawn on a foreign bank, you will be charged for any collection fees. Your deposit of a payment in the mail does not constitute our receipt of the payment; receipt of payment is defined as the day your check or money order is *received at the address designated on your billing statement*. When a payment coupon does not accompany a payment, or when the payment is mailed to an incorrect address, it may result in a delayed credit to your Account along with additional FINANCE CHARGES, additional fees, and possible suspension of your Account.
12. **Minimum Monthly Payment.** By the due date shown on the billing statement after the words Payment Must Be Received ("Payment Due Date"), you must make a minimum payment for each month your Account has a balance. Your minimum payment is 2.0% of the total balance (excluding Late Payment, Returned Check, Returned Bankcard Check, and Overlimit Fees) or \$10.00, whichever is more. In addition, your minimum payment will include all amounts delinquent, amounts in excess of your Credit Limit, and the following fees owed: Late Payment, Returned Check, Returned Bankcard Check and Overlimit. The minimum payment is rounded up to the nearest \$5.00 increment. If your outstanding balance is less than \$10.00, the entire balance is due. You may also pay the entire balance on your Account at any time or pay any amount between the minimum payment and your entire balance.

In any month where you pay more than the minimum payment due, your next month's minimum payment due may be reduced at our discretion by the difference between the amount you pay and the minimum payment due. If the amount of the payment is large enough to eliminate the next month's minimum payment due, we will have the right to not require a minimum payment due. Any change in your minimum payment due will be reflected on the billing statement in the month in which the minimum payment due is affected. However, in all cases, you can continue to pay any amount equal to or greater than the minimum payment due. This ability to reduce or eliminate the minimum payment due does not apply if the new balance on your account has been paid in full the previous two months.
13. **Application of Payments.** We may allocate payments to amounts owed on your Account in the manner we deem appropriate, including but not limited to, applying payments to promotional balances, such as Balance Transfers, before applying them to Purchases and Advances.
14. **Skip Payment Option.** From time to time, we may make available to you an additional flexible payment feature. This permits you to "skip" making your regularly scheduled minimum payment up to twice in twelve months, without receiving a Late Fee, provided you meet the requirements described on the coupon (the Skip Payment Option cannot be used two consecutive months). In order to be able to skip such a payment, your Account must not be delinquent or in default. When you use a skip payment option and do not make a payment for the month, periodic FINANCE CHARGES continue to accrue on the entire unpaid balance of the Account. *This feature is not available for secured card accounts.*
15. **Finance Charges.**

- (a) The total FINANCE CHARGE for a billing cycle is the sum of any periodic FINANCE CHARGE, any Advance Fees and all fees considered FINANCE CHARGES (see section 17 for additional FINANCE CHARGES). When a transaction is posted to your Account as an Advance (including Bankcard Checks, Cash Advances and Quasi-Cash Advances), you will be assessed an Advance Fee (a FINANCE CHARGE). The Advance Fee (a FINANCE CHARGE) will equal a minimum of \$5.00 or 3% of the amount of the Advance (whichever is more) up to a maximum of 3% of the amount of the Advance or \$25.00 (whichever is less). The Advance Fee FINANCE CHARGE for UBank Overdraft Protection transactions will equal a mini-

mum of \$2.00 or 3% of the amount of the UBank Overdraft Protection transaction whichever is more, no maximum.

(b) Periodic **FINANCE CHARGES** are determined separately for Purchases, Advances, and Balance Transfers by multiplying a monthly periodic rate times the Average Daily Balance ("ADB") of Purchases, Advances, and Balance Transfers.

(c) The ADB is determined separately for Purchases, Advances and Balance Transfers by adding together the beginning daily balances of Purchases, Advances, and Balance Transfers for each day in the billing cycle and dividing each sum by the number of days in the billing cycle. Daily balances of Purchases, Advances, or Balance Transfers are determined separately by taking the previous day's beginning balance of Purchases, Advances or Balance Transfers, adding any new Purchases, Advances or Balance Transfers for the day, adding fees assessed as Purchases, Advances or Balance Transfers that day, and subtracting any payments or credits applied to the Purchases, Advances, or Balance Transfers balances that day.

(d) Bankcard Checks and Balance Transfers are included in the daily balances when posted to the Account. Purchases and Advances other than Bankcard Checks are included in the daily balances as of the date of the Purchase or Advance (the transaction date); however, Purchases and Advances other than Bankcard checks are not included in the daily balance more than 10 days before the date the transaction is posted to your Account. Accrued but unpaid periodic **FINANCE CHARGES** on Purchases or Advances are included in the daily balance of Purchases or Advances when posted to the Account. Cash Advance Fees are included in the Advance balance, and other fees are included in the Purchases balance when posted to the Account.

(e) The monthly periodic rate ("MPR") for a billing cycle is 1/12th of the corresponding Annual Percentage Rate ("APR"), which is equal to the margin disclosed on the card carrier accompanying this Agreement plus the current Prime for the billing cycle. The MPR (and corresponding APR) may vary monthly, effective as of the first day of a billing cycle. The MPR (and corresponding APR) will increase if the current Prime increases. The MPR (and corresponding APR) as of the statement date will then be used for the entire billing cycle's transactions. An increase in the MPR (and corresponding APR) will result in higher **FINANCE CHARGES** and may increase your monthly payment. A recent MPR (and corresponding APR) are shown on your card carrier accompanying this Agreement. MPR are set separately for Purchases, Advances, and Balance Transfers.

(f) The Prime rate used to calculate the APR will be the highest Prime Rate within the last three months as published on the last business day of the month in the Money Rates column of *The Wall Street Journal* ("WSJ"). The change, if applicable, will be made on the first day of the following month and appear on the next statement. Any rate change will be applied to all balances carried forward from your last statement. We reserve the right to choose a comparable new index if the WSJ ceases to publish a Prime Rate.

(g) Delinquency Pricing: In the event that your account becomes 30 days past due on two separate occasions or 60 days past due once within a twelve month period, the Bank may increase the margin used to determine the APR for Purchases, Cash Advances and Balance Transfers to 13.9% over the current Prime.

(h) Periodic **FINANCE CHARGES** begin to accrue on Purchases, Advances, Balance Transfers, **FINANCE CHARGES**, and other charges to your Account included in the calculation of the ADB when the charge is included in the Purchases, Advances, or Balance Transfers daily balance. A 20-25 day Grace Period is offered on purchases if certain conditions are met. If you paid the ending balance on your Account in full for the previous billing cycle by the "Payment Must Be Received" date (or if that balance was zero or a credit balance), new purchases in the current billing cycle will not accrue periodic **FINANCE CHARGES** as long as you pay the current month's New Balance by the "Payment Must Be Received" date. Advances, Bankcard checks, and Balance Transfers have no Grace Period. This Account provides for compounding of periodic **FINANCE CHARGES**.

(i) The number of days between your billing statement date and your Payment Must Be Received date may vary:

- Your Payment Must Be Received Date will be 25 calendar days after your statement date if you were assessed periodic FINANCE CHARGES (on Purchases) on your current or previous month's statement.
- Your Payment Must Be Received Date will be 20 calendar days after your statement date if you were not assessed periodic FINANCE CHARGES (on Purchases) on your current and previous month's statement because you did not have a balance or you paid your balance in full. (Note: The Bank does not normally mail you a statement for any billing cycle in which you have no activity).

(j) If you voluntarily close your Account, you will be charged a Closed Account Fee (a FINANCE CHARGE) of \$2.50 for each month that your Closed Account carries a balance.

16. **Introductory and Promotional Rates (if available).** At our discretion, we may offer you an introductory APR for all or part of the Purchase, Advance, or Balance Transfer balances. The period of time for which the introductory rate applies may be limited. An introductory APR, and the period of time during which it is in effect, will be disclosed to you. Any introductory or promotional rate offers will be subject to the terms of the offer and this Agreement. If your minimum monthly payment is not received by the end of the billing cycle in which it was due, the APR that will be applied to both new and outstanding balances will be immediately increased to the APR that was scheduled to be applied when the introductory or promotional offer expires.

17. **Account Fees.** You agree to pay the following fees which will be included as Purchases in your ADB:

- (a) A Late Payment Fee of \$29.00 if your minimum payment is not received by the Payment Must Be Received Date shown on your monthly billing statement.
- (b) A Returned Check Fee of \$29.00 if a draft or check you give us as payment on the Account is not honored or if we must return it to you because it cannot be processed. A check that is returned unpaid will be sent for collection.
- (c) A Returned Bankcard Check Fee of \$29.00 if you write a Bankcard Check which we do not honor under the terms of this Agreement. (See Section 4 for details).
- (d) An Account Management Fee of \$2.50 per month (FINANCE CHARGE) will be assessed for closed Accounts with balances.
- (e) If you have a Secured card account your Annual Fee will be \$30.00, charged when your Account is opened and at the beginning of the each 1-year period thereafter; otherwise there is no Annual Fee on your Account.

18. **Harley-Davidson Genuine Rewards Program**

- (a) You may earn Harley-Davidson Genuine Rewards Points ("Points") for your purchases. At the end of each billing cycle, we will calculate your Point(s) earned based on 1% of the Net Purchases and qualifying Balance Transfers on your Harley-Davidson Visa Account(s). We will not award Points for Cash Advances, including Bankcard Checks or non-qualifying Balance Transfers.
- (b) "Net Purchases" for a billing cycle are determined by adding all new Purchases posted to your Harley-Davidson Visa Account(s) during the billing cycle and subtracting any credits and chargebacks to a Merchant that have posted to your Account during the billing cycle for "Returned Purchases". If credits for Returned Purchases exceed new Purchases in any billing cycle, the excess credits will be carried forward into successive billing cycles and subtracted from future new Purchases to determine the net Purchases for those successive cycles.
- (c) Points may be accumulated and redeemed, subject to all terms, conditions and limitations, as described in this Agreement and the accompanying Owner's Manual. Points cannot be redeemed for Accounts which are in default or past due.
- (d) Eligibility for the Harley-Davidson Genuine Rewards Program ("Program"), the awarding of the Points, and the awarding and redemption of Genuine Rewards, including Harley® Chrome Cash, are subject to the terms and conditions of the Agreement. Noncompliance with the terms and conditions set

forth in this Agreement will cause forfeiture of any Points balance in your Harley-Davidson Visa Account(s).

- (e) Points awarded but not redeemed will expire 24 months from the date when the points were awarded to the cardholder.
- (f) Harley-Davidson, Inc. and Harley-Davidson Financial Services ("Harley-Davidson") is not a party to this Agreement and has no authority regarding the Account, including with respect to any extension of credit on the Account. Harley-Davidson is not a creditor or owner of the Account.
- (g) We are not responsible for any terms and conditions which Harley-Davidson may impose on the use of Harley® Chrome Cash Certificates or for the failure of Harley-Davidson to honor the Harley® Chrome Cash Certificates. We reserve the right to amend or modify the Program at any time and in any way (including an adjustment of the amount of Points credited to your Harley-Davidson Visa Account for each \$1.00 of Net Purchases), or to discontinue the program, by providing notice to you. Paragraph 20 shall not apply to amendments or modifications of the Program.

19. **Foreign Transactions.** If the Card or Account is used for a transaction in a foreign currency, the charge will be converted into U.S. dollars at the exchange rate established, from time to time, under the applicable by-laws and rules of Visa. You understand that the exchange rate in effect when the charge is processed may differ from the rate in effect on the date of the transaction or posting to the Account. Currently, the exchange rate applied to such transactions is a (i) wholesale market rate or (ii) government-mandated rate, in effect one day prior to the processing date, increased by one percent.

20. **Amendment of Agreement.** We can change all or any part of this Agreement at any time, including changing the APR and other fees on the Account, unless prohibited by law. We will give you at least 15 days notice before the effective date of any change. On the effective date, the changes, including any changes in the APR or calculation of FINANCE CHARGES, will apply to all amounts you owe at the time the change goes into effect as well as new charges. If you do not agree to the changes, you must notify us in writing within 25 days of the effective date. If you notify us that you do not accept the new terms, your account will be closed but your balance may be paid off in full or under the terms of your existing Cardholder Agreement. If you don't notify us within 25 days or you use the account after the effective date of the change, even if the 25 days have not expired, you will be deemed to have accepted the new terms.

21. **Default.** Your Account will be in default if any of the following occurs with respect to an Account Holder: (a) you do not make the minimum payment by the Payment Must be Received Date; (b) you violate any other provision of this Agreement; (c) you die; (d) you become insolvent, assign any property for the benefit of creditors, or go into bankruptcy or receivership; (e) you fail to provide a financial statement upon request; (f) you have made any false statements affecting the application for or the maintenance of your Account; (g) you exceed the credit limit set by the Bank; (h) the Bank has any reason to believe that the Account has been compromised or is being used in conjunction with any fraudulent activity; (i) you are a married Wisconsin resident and you receive written notice of termination of this Agreement from your spouse; or (j) anything happens which the Bank believes increases the risk that you will not fully perform your obligations under this Agreement, including your obligation to make all payments on time.

22. **Cancellation.**

- (a) We can cancel the Account or suspend credit privileges, immediately and without notice, if the Account is in default. We also can cancel the Account in our sole discretion (even if the Account is not in default) by providing notice to you. You may cancel the Account by providing written notice to us. If this is a joint Account, either of you may request that the Account be canceled and we may honor that request.
- (b) After cancellation of the Account, you will not be able to obtain additional credit on the Account and you agree not to use the Account (whether with a Card, Bankcard Checks or otherwise). All amounts outstanding on the Account will be immediately due and payable without notice or demand from us. You must cut in half and return to us all Cards and Bankcard Checks.
- (c) If you fail to pay any amount you owe under this Agreement, you will be liable for our costs of collection. In addition, if we refer our claim to an attorney

ney for collection, you will be liable for reasonable attorney fees we incur and expenses of any legal actions, unless prohibited by law.

Retrieval of Card. To cancel any authority to use the Account that you give to an Authorized Signer or any other person, you must notify us in writing and return any Card that the person may possess. You will be liable for all charges incurred by an Authorized Signer or any other person whom you have authorized to use the Account until you have taken these actions.

24. **Choice of Law.** This Agreement and the rights, obligations and remedies hereunder are governed by and construed in accordance with federal law and, to the extent that state law applies, the law of North Dakota. You agree that, should a dispute arise and you file suit against us, service of process must be made on the Bank at the following address: U.S. Bank National Association ND, 4325 17th Avenue SW, Fargo, ND 58103.
25. **Assignment.** We may assign, sell or otherwise transfer your Account and any amounts owed by you to another creditor at any time. If we do, this Agreement will still be in effect unless amended.
26. **Accord and Satisfaction.** If you attempt to resolve any disagreement about the amount you owe us by sending us a check on which you have written "Payment in Full" or similar language, you must send that check along with an explanation to the following address: U.S. Bank National Association ND, P.O. Box 6338, Fargo, ND 58125-6338. If you send your check to any other address and we cash it, we will not have waived our right to collect any remaining amount you owe us.
27. **Account Ownership.** Your Account is provided by U.S. Bank National Association ND. All credit is extended on the Account in North Dakota, regardless of where you may reside or use the Account. You agree to surrender the Card and other access devices to us or our agent immediately upon our request.
28. **Intent to Repay.** Every time you use the Account, we consider that the use is a representation that you have the present intent and reasonable ability to repay. We rely on this representation every time credit is extended on the Account.
29. **Stop Payment Orders.** You may advise us to stop payment on any Bankcard Checks you have issued against your Account. You may phone us but you must confirm your order in writing within 14 days or it expires. If confirmed in writing, the stop payment order will remain in effect for 6 months. Unless you renew the order in writing, it will expire and we may pay the Bankcard Check even if it is more than 6 months old. You should realize that there are times when your stop order will not prevent the Bankcard Check on which payment has been stopped from being legally enforceable against you. We will not be liable to you in these instances if, for whatever reason, we fail to stop payment.
30. **Credit Bureau Disputes.** If you believe we inaccurately reported information on your credit history to a credit bureau, you can call us at 1-800-481-9057 or write to us at U.S. Bank, Consumer Recovery Department, Attn.: CBR Disputes, P.O. Box 17143, Denver, CO 80217.
31. **Privacy Pledge and Disclosure of Account Information.** You will receive a copy of our Privacy Pledge at least once annually. We also keep copies of our Privacy Pledge in bank offices and post it on our web site at www.usbank.com. Our Privacy Pledge describes how we collect, protect and use your confidential financial and other information and the circumstances in which we share your information with members of our corporate family and with unaffiliated third parties. The Privacy Pledge also tells you how you can (a) limit the ways we share, or (b) request corrections to, the information we maintain about you.
32. **Wrongful Dishonor.** We will not be liable for consequential, punitive, or incidental damages should we wrongfully dishonor a Bankcard Check you have issued against your Account as long as we acted in good faith. Our sole liability will be to pay the amount of the Bankcard Check and cancel any charges assessed against your Account as a result of any wrongful dishonor of the Bankcard Check.
33. **Information.** You authorize us to make or have made any credit, employment and investigative inquiries we deem appropriate related to this extension of credit or the collection of amounts owed on your Account. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies (credit bureaus) and used in connection with your application and any update, renewal or extension of credit. We can provide information concerning you, your Account or your credit history to consumer reporting agencies and others who may properly receive that information.

34. Lost or Stolen Cards or Bankcard Checks.

- (a) You may be liable for the unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify U.S. Bank National Association ND, orally or in writing (1-800-699-2281, or P.O. Box 6339, Fargo, ND 58125-6339) of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of your Card will not exceed \$50.
- (b) You agree to notify us immediately if your Card or Bankcard Checks are lost or stolen. At our request, all Cards and unused Bankcard Checks must be returned to our Investigations Department. We have the right to close your Account and open a new Account. If we do so, new Cards and Bankcard Checks will be issued for your new Account.

35. Change of Address. Your monthly billing statements and notices affecting your use of the Account will be sent to the address indicated on your application unless U.S. Bank National Association ND has been notified of an address change. It is very important that you notify the Bank of an address change. Write to U.S. Bank National Association ND, P.O. Box 6339, Fargo, ND 58125-6339, or call 1-800-699-2281. **WE MUST RECEIVE THE INFORMATION 15 DAYS PRIOR TO YOUR STATEMENT DATE FOR IT TO BE REFLECTED ON YOUR STATEMENT.** Failure to supply such information may affect the prompt receipt of your monthly billing statement and important notices.

36. Merchant Refusal. We are not responsible for anyone's refusal to honor your Card or a Bankcard Check issued on your Account, nor are we responsible for anything purchased with your Card or a Bankcard Check. Only the merchant can accept returned goods.

37. Authorization Refusal. Neither we nor our agents will be responsible if authorization for a particular transaction is not given. Although you may have credit available, we may be unable to authorize credit for a particular transaction. The number of transactions you make in one day may be limited, and the limit per day may vary. These restrictions are for security reasons, as a result, we cannot explain the details of how this system works. If your Account is overlimit or delinquent, authorization of credit for transactions may be declined.

38. Third Party Offers. From time to time, benefits not related to the extension of credit may be provided to you by third parties. The Bank and/or a third party may add, change or delete entirely these benefits without notice or liability to you.

39. Telephone Monitoring. From time to time, we may monitor telephone calls between you and the Bank or its agents.

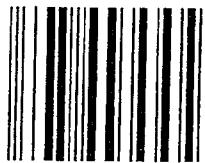
40. Separability. If any provision of this Agreement should be found to be unlawful, the rest of the Agreement will continue to be enforceable and the unlawful provision will be deemed amended to conform to the law.

41. Prior Agreements. This version of the Agreement supersedes any prior version of the Agreement.

42. Waiver. Our failure to exercise or delay in exercising any right or remedy we have against you shall not constitute a waiver of that right.

43. Co-Brand Sharing. We are authorized to share your account information with Harley-Davidson Financial Services and its affiliates and their successors in interest.

NOTE: IF YOU HAVE AN ADDRESS CHANGE WITHIN 45 DAYS OF THE EXPIRATION DATE OF YOUR CARD(S), PLEASE CONTACT CUSTOMER SERVICE 1-800-699-2281 SO YOUR NEW CARD(S) CAN BE MAILED TO YOUR NEW ADDRESS.



030499

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.

**Special
Rules For
Credit Card
Purchases**

There are two limitations on this right and both must apply:

- (1) 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
- (2) The purchase price must have been more than \$50.00.

The limitations do not apply if U.S. Bancorp Service Center, Inc. owns or operates the merchant or if U.S. Bancorp Service Center, Inc. mailed you the advertisement for the property or services.

SPECIAL RULES FOR CREDIT CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH BANKCARD OR BALANCE TRANSFER CHECKS.

U.S. Bank National Association ND

For Payments	U.S. Bank National Association ND P.O. Box 6300 Fargo, ND 58125-6300
For General Inquiries	U.S. Bank National Association ND P.O. Box 6339 Fargo, ND 58125-6339
For General Inquiries and Lost/ Stolen Card Reports	1-800-699-2281



Your needs. Our tools.®

X455307
077-1087 (7/00)

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

The following is important information about your rights and our responsibilities under the Fair Credit Billing Act.

If There's an Error or You Have Questions About Your Statement

If you think your bill is wrong, or if you need more information about an item on the statement, YOU MUST WRITE TO US ON A SEPARATE SHEET OF PAPER AND SEND IT TO:

**U.S. Bank National Association ND
P.O. Box 6338 Fargo, ND 58125-6338**

Write to us as soon as possible, and 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 legal rights under the Fair Credit Billing Act.

In your letter, include the following information:

- (1) Your name and account number.
- (2) The dollar amount of the suspected error.
- (3) Date the transaction occurred.
- (4) 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 believe is incorrect. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

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 statement was correct.

After we receive your letter, we cannot try to collect any amount you questioned or report your Account as past due. We can continue to bill you for the amount you questioned, 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 account that are not in question.

If we find we have made a mistake on your Account, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we did not 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 your Account as past due. 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 tell anyone to whom we reported your account that you have a question about your bill. And, we must tell you the name of anyone to whom we reported you. We must tell anyone to whom we report you that the matter has been settled when it is finally resolved.

If we do not follow these rules, we will not be permitted to collect the first \$50.00 of the questioned amount, even if the bill is correct.

Your Rights and Our Responsibilities After We Receive Your Written Notice

Exhibit C

P.O. BOX 6345
FARGO ND 58125-6345

Print change of address below.

PAUL C DOHERTY
PO BOX 157
GRASSFLAT PA 16839-0157

HARLEY-DAVIDSON VISA
U.S. Bank National Association ND

Account number: 4190 0403 3229 0939
Statement date: May 10, 2004
New balance \$4,691.99
Minimum payment due \$745.00
Payment must be received Jun. 4, 2004
Amount
enclosed

Please detach and return this coupon with
your check payable to:

U.S. BANK NATIONAL ASSOCIATION ND
PO BOX 790409
ST. LOUIS, MO 63179-0409

C 1 4190040332290939 000469199 000074500

HARLEY-DAVIDSON VISA
Issued by U.S. Bank National Association ND

New Balance Summary

Previous balance	\$4,747.09
Payments & credits	- 150.00
New purchases & advances	0.00
Finance charges & other fees	94.90
New balance	\$4,691.99
 Credit Available	
Credit limit	\$8,000.00
Credit available	\$0.00

Account & Payment Information

Customer name:	Paul C Doherty
Account number:	4190 0403 3229 0939
Statement date:	May 10, 2004
Amount past due	\$460.00
Minimum payment due	\$745.00
Payment must be received	Jun. 4, 2004

Your Resources for Help

24 Hour Customer Service	1-800-699-2281
Text telephone (TTY)	1-800-846-2580

Harley-Davidson Visa

Your Preferred Dealer is:
#1 CYCLE CENTER H-D

Genuine Rewards Order Line	1-800-699-2281
Genuine Rewards Number	1303-2329-9037
Current statement standard points	0
Current statement bonus points	0
Current statement redeemed points	0

1957 GENERAL POTTER HWY

CENTRE HALL, PA 16828	
(24 hours, seven days a week)	
Program to date standard points	11,097
Program to date bonus points	0
Program to date redeemed points	0
Points available	0

Points have not been credited to your account due to account status. Refer to Program Catalog for additional information.

Transactions

Payments	May 10	PAYMENT - THANK YOU	- \$150.00
& Credits	May 10	74190004131131000070005	

Rates & Fees

Periodic rates:	Purchases	Advances
Monthly periodic	2.00%	2.00%
Corresponding APR	23.99%	23.99%
ANNUAL PERCENTAGE RATE	23.99%	23.99%
Average daily balance	\$4,659.46	\$87.63
FINANCE CHARGES:		
Interest charge	\$93.15	\$1.75

Exh. C

1300

ACCOUNT NUMBER	BALANCE AS OF 11/02/2007	PAST DUE	PAYMENT DUE DATE	MINIMUM PAYMENT	PAYMENT ENCLOSED
4190040332290939	6,480.91			6,480.91	\$

Make Check Payable To Unifund

UNIFUND STATEMENT

PAUL DOHERTY
4973 KYLERTOWN DRIFTING
HWY
GRASSFLAT PA 16839

MESSAGE FROM UNIFUND

YOUR ACCOUNT IS PAST DUE \$6,480.91. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY. IF YOU HAVE ALREADY SENT A PAYMENT FOR THE ABOVE AMOUNT, THANK YOU.

TRANSACTIONS:

Date	Transaction	Balance	Due	Payments	New Balance
11/02/2007	This Account Was Issued Under The Name Of US BANK ND and Acquired From US Bank National Association ND.	6,480.91	6,480.91	0	6,480.91

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

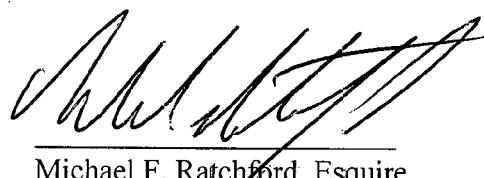
UNIFUND
10625 TECHWOODS CIRCLE
CINCINNATI, OH 45242

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, 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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

MDJ Name: Hon.

MICHAEL A. RUDELLA

Address: **131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789**

16847-0444

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

UNIFUND CCR PARTNERS

**1729 PITTSTON AVE.
SCRANTON, PA 18505**

NAME and ADDRESS

VS.

DEFENDANT:

DOHERTY, PAUL

**4973 KYLERTOWN-DRIFT. HWY
GRASSFLAT, PA 16839**

NAME and ADDRESS

**MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444**

Docket No.: **CV-0000038-08**

Date Filed: **2/19/08**



08-852-CD

4/11/08

THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT DEF.**

(Date of Judgment)

Judgment was entered for: (Name) **DOHERTY, PAUL**

Judgment was entered against: (Name) **% EDWIN A. ABRAHAMSEN & ASSOC.**
in the amount of \$ **.00**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ 0

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

FILED

01/13/08
MAY 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

4-11-08 Date *M. Rudella*

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

5/15/08 Date *M. Rudella*

, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **4/14/08** 9:28:00 AM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **PRAECIPE FOR ENTRY OF
APPEARANCE**

* Filed on behalf of:

* Defendant

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: June 24, 2008

FILED, cc AAY
010:40 am Naddeo
JUN 24 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

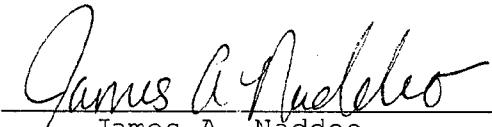
No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Defendant,
Paul Doherty, in the above-captioned matter.



James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe for Entry of Appearance was served on the following and in the following manner on the 24th day of June, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **ANSWER AND NEW MATTER**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820
* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: June 25, 2008

FILED *07/11/2008* *Atty Naddeo*
JUN 25 2008 *(610)*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to
the enclosed New Matter within twenty (20) days from service
hereof or a judgment may be entered against you.

NADDEO & LEWIS, LLC

By

James A. Naddeo

James A. Naddeo, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

ANSWER AND NEW MATTER

The Defendant, Paul Doherty, by and through his attorney, James A. Naddeo, hereby files the following Answer and New Matter in accordance with the Pennsylvania Rules of Civil Procedure, and asserts in support thereof as follows:

1. Admitted.

2. Admitted.

3. Denied. After reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

4. Admitted. In further answer thereto the only authorized user for said credit card issued by US BANK ND was and is Paul Doherty.

5. Denied. States conclusions of law to which no answer is required. Said averment is also denied, after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

6. Admitted that the US BANK ND card was subject to certain terms of a Cardmember Agreement which Defendant was at one point

in time provided a copy thereof. It is denied that Exhibit "B" as attached to Plaintiff's Complaint is in fact the a copy of Cardmember Agreement which was provided to Defendant, as after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

7. Admitted that Defendant utilized the credit card issued by US BANK ND in his name. In further answer thereto, it is denied that it was Defendant who utilized said credit card for each and every purchase as stated to said account. Rather unauthorized individuals utilized Defendant's US BANK ND credit card.

8. Admitted.

9. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

10. Denied. After reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

11. Denied. After reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, it is specifically denied that Defendant owes the sum of \$4,785.78 as said sum represents an amount that includes purchases which were not authorized by Defendant, the cardholder.

12. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

13. Denied. In further answer thereto, it is specifically denied that Defendant owes the sum of \$6,852.10 as said sum represents an amount which includes purchases that were not authorized by Defendant, the cardholder.

14. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

WHEREFORE, Defendant requests judgment to be entered in his favor and against Plaintiff.

NEW MATTER

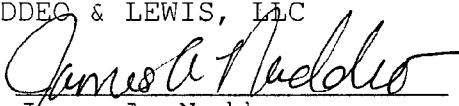
15. Defendant incorporates by reference his answers to averments 1 through 14 as if set forth in full herein.

16. Plaintiff's claim is barred by the applicable statute of limitations.

WHEREFORE, Defendant requests judgment to be entered in his favor and against Plaintiff.

Respectfully submitted,

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Defendant

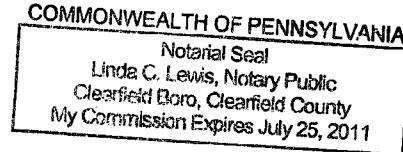
COMMONWEALTH OF PENNSYLVANIA)
SS.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared PAUL C. DOHERTY, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to Complaint are true and correct to the best of his knowledge, information and belief.

Paul C. Doherty

SWORN and SUBSCRIBED before me this 20th day of June, 2008.

Linda (Lynn)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer and New Matter was served on the following and in the following manner on the 25th day of June, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:


James A. Naddeo

Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

V.

PAUL DOHERTY, an individual,
Defendant

*
*
*
*
* No. 08-852-CD

Type of Pleading:

CERTIFICATE OF SERVICE

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: July 3, 2008

FILED NO CC
JUL 03 2006
SAC/DOJ
13:32 PM
2006
CLM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Request for Production of Documents was served on the following and in the following manner on the 3rd day of July, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

Plaintiff

v.

PAUL DOHERTY

Defendant

CIVIL ACTION
NO.: 08-852-CD

FILED ^{acc}
MTO:443/NA/ty
JUL 24 2008 Abrahamsen

William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER

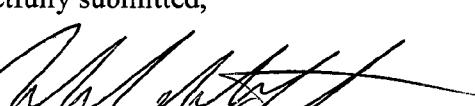
Plaintiff, Unifund CCR Partners, by and through its attorneys, Edwin A. Abrahamsen & Associates, replies to the Defendant's New Matter as follows:

15. Plaintiff incorporates by reference the allegations of the Complaint as if fully set forth herein at length.

16. Denied. The allegations of paragraph 15 of Defendant's New Matter are conclusions of law, which are deemed denied. To the extent a further response is deemed necessary, Plaintiff specifically denies that the statute of limitations is a viable defense to the within matter.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant, in the amount of the current delinquent balance, plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,

BY: 
Edwin A. Abrahamsen & Associates, P.C.
Michael F. Ratchford, Esquire ID No. 86285

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS

Plaintiff

v.

PAUL DOHERTY

Defendant

CIVIL ACTION
NO.: 08-852-CD

CERTIFICATE OF SERVICE

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of Plaintiff's Reply to Defendant's New Matter was served via first class United States Mail, postage prepaid on the date set forth below upon the following:

James A. Naddeo, Esquire
Nadeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
Attorney for Defendant

Date: July 22, 2008

BY: 

Edwin A. Abrahamsen & Associates, P.C.
Michael F. Ratchford, Esquire
Attorney I.D. No. 86285

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

*

*

*

*

* No. 08-852-CD

*

*

*

*

* Type of Pleading:

* **MOTION TO COMPEL**

*

*

*

* Filed on behalf of:
* Defendant

*

*

*

* Counsel of Record for
* this party:

*

*

*

* James A. Naddeo, Esq.
* Pa I.D. 06820
* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

*

*

*

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

*

*

Dated: November 20, 2008

*

FILED *ICC*
O/10/50/08 BY *Atty Naddeo*
NOV 20 2008 *60*
S William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

MOTION TO COMPEL

NOW COMES the Defendant, Paul Doherty, and by and through his attorney, James A. Naddeo, requests this Court to enter an Order under Pa.R.C.P. 4009.12 directing Plaintiff, Unifund CCR Partners, to provide answers to Defendant's Request for Production of Documents and in support thereof avers as follows:

1. This action was commenced by Plaintiff by the filing of a Complaint on May 7, 2008 for payment of a debt allegedly owed to Plaintiff by Defendant.
2. Defendant filed an Answer with New Matter on June 25, 2008.
3. On or about July 3, 2008, Defendant served discovery to Plaintiff. True and correct copy of Request for Production of Documents Directed to Plaintiff is attached hereto as Exhibit "A."
4. To date Defendant has heard no response from Plaintiff to the discovery served upon Plaintiff.

WHEREFORE, Defendant, Paul Doherty, respectfully requests your Honorable Court issue a rule upon Plaintiff, Unifund CCR Partners, to show cause why this Court should not enter an order directing Plaintiff to provide answers to the same.

Respectfully Submitted,

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Defendant

mailed
4-3-68

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio Corporation,
Plaintiff,

v.

*
*
*
*
* No. 08 - 8852 - CD
*
*
*

PAUL DOHERTY, an individual,
Defendant.

*

REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFF

Defendant, Paul Doherty, by his attorney, James A. Naddeo, directs the following Request for Production of Documents to Plaintiff.

Plaintiff is hereby requested to produce, for inspection and copying, the documents requested below at the office of James A. Naddeo, Esquire, 207 East Market Street, Clearfield, Pennsylvania 16830, within thirty (30) days of the date of service of this Request.

DEFINITIONS

1. "Document(s)" when used herein shall be used in its broadest sense and shall mean and include any and all written, recorded, graphic or tangible matter, whether produced by hand recorded, or reproduced, or whether electronically produced or reproduced, and without limiting the generality of the foregoing, shall include all correspondence, memoranda, whether external or internal, records, reports, graphs, brochures, technical data, contracts, agreements, diagrams, maps, accounting records, accounting ledgers, financial statements, financial journals, check records, checks, tax records, photographs, films, telegrams,

Exhibit "A"

specifications, manuals, papers, letters, notes, notations, notebooks, minutes, or summaries of meetings, schedules, transcripts, diaries, publications, directives, instructions, computations, purchase orders, tabulations, invoices, bills, credit memos, receipts of delivery, mortgage documents, test records, laboratory reports, bills of lading, sketches, computer printouts, published sales aids, blueprints, plans design drawings, product brochures, sales literatures, records of shipment, advertisements, test films, laboratory notebooks, quality control tests, production records, and any drafts, revisions or amendments or copies of the above that are either in the knowledge, possession, custody, control or subject to the control of the Plaintiff, her representatives, agents or counsel.

2. In producing documents, please specify the paragraph to which the documents relate.

3. For each document otherwise falling within this Request which defendant contends are excludable from discovery, please note with the objection to production the following:

- (a) The date of the document;
- (b) Its general nature, (e.g. letter, memorandum, test results, etc.);
- (c) The name(s) of the author(s);
- (d) The name(s) of the recipient(s) of the document and of any drafts or copies thereof;
- (e) The person(s) having present custody thereof;
- (f) The basis for such claim of privilege or exclusion.

REQUESTS

1. A detailed account of credit and debits to account number 4190040332290939 with US BANK ND for the past five years or for said account from the date that it was opened, whichever is earlier.

2. Copies of the transaction receipts for each purchase charged to account number 4190040332290939 which represent charges for which plaintiff alleges defendant has not made payment (\$4,785.78). Said transaction receipts to be those which evidence the signatory authorizing each purchase charged to said account.

This request is deemed to be continuing and requires a supplemental response as you, your attorneys, or representatives to obtain any additional documents concerning the categories requested prior to the time of trial.



James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

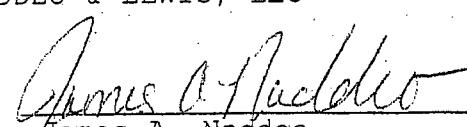
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Request for Production of Documents was served on the following and in the following manner on the 3rd day of July, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

*

*

*

*

*

*

*

*

*

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*

*</

FILED

NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/21/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) — Plaintiff(s) Attorney — Other

Defendant(s) — Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

*
* *S* **FILED** *NoCC*
* *6/3:30pm*
* *NOV 25 2008*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Motion to Compel and Rule was served on the following and in the following manner on the 25th day of November, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By: James A. Naddeo

James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

ORDER

AND NOW this 17th day of December, 2008, following
hearing of Defendant's motion to compel, Plaintiff having failed
to appear before the Court for the same, it is hereby the ORDER
of this Court as follows:

1. Plaintiff shall provide responses to the discovery
requests served by Defendant, including:

a. A detailed account of credit and debits to account
number 4190040332290939 with US BANK ND for the past
five years or for said account from the date that it
was opened, whichever is earlier. This account shall
also indicate all interest and fees charged to the
account and the manner of calculation of any interest
and fees;

b. Copies of the transaction receipts for each
purchase charged to account number 4190040332290939
which represent charges for which plaintiff alleges

FILED
0123456
DEC 18 2008

William A. Shaw
Prothonotary/Clerk of Courts
2CC Atty Naddos
60

defendant has not made payment (\$4,785.78). Said transaction receipts to be those which evidence the signatory authorizing each purchase charged to said account.

2. Plaintiff shall also provide the original signed contract between Defendant and the original creditor and any and all documents which evidence the individuals who were authorized to use the same account.
3. Plaintiff shall serve to Defendant all of the documentation detailed herein on or before 30 days from the date of this Order.

BY THE COURT,



Fredric J. Ammerman
Fredric J. Ammerman
President Judge

FILED

DEC 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/18/08

You are responsible for serving all appropriate parties.

The Prothonotary's Office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

*

*

*

*

* No. 08-852-CD

*

*

*

*

* Type of Pleading:

*

*

*

*

**MOTION FOR PROTECTIVE
ORDER**

*

*

*

*

* Filed on behalf of:

*

Defendant

*

* Counsel of Record for
this party:

*

*

* James A. Naddeo, Esq.
* Pa I.D. 06820
* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

*

*

*

*

*

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

DEC 19 2008

013:70/c
William A. Shaw

Prothonotary/Clerk of Courts

1 Client to Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

Motion for Protective Order

Defendant Paul C. Doherty, through the undersigned counsel, moves this Court pursuant to Pa. R.C.P. No. 4012(a)(2) and 4013 for a protective order and stay as to Request for Production of Documents which have been noticed by Plaintiff for December 4, 2008, and in support represents as follows:

1. Plaintiff commenced this civil action against defendant by complaint on December 4, 2008, seeking to recover alleged monies owed by Defendant.

2. Defendant has served upon Plaintiff Requests for Production of Documents, which Plaintiff has failed to provide sufficient responses to, requiring the court to direct compliance by Plaintiff.

3. On or about, December 4, 2008, Plaintiff served Request for Production of Documents to Defendant. True and correct copies are attached hereto as Exhibit "A."

4. Requests set forth by Plaintiff in paragraphs 1 and 2, which require all copies of cancelled checks evidencing any and all payments made on the credit account that is subject of this

civil complaint and a copy of any and all bank statements from Defendant's checking account from the time period April 1998 through June of 2004 (the period of time the subject account was open) are overly burdensome, sought in bad faith, cause unreasonable annoyance, are oppressive and costly to Defendant.

5. The request for productions as specified at Paragraph 4 above as sought will cause unreasonable annoyance, burden and expense to Defendant as Defendant does not have in his possession the requested information and it would be costly for Defendant to obtain the same from his banking institution.

6. Plaintiff's request for all of Defendant's bank statements for the period of 1998 through 2004 is overly broad and therefore further sought to cause unreasonable annoyance and is oppressive to Defendant.

7. In addition, Plaintiff's requests are sought to cause unreasonable annoyance and are requested in bad faith due to the fact that Plaintiff being the creditor should have access to the payments made by Defendant to the account.

8. To require Defendant to produce records at his great expense which Plaintiff itself has equal access to the same documentation from the original creditor which is overly burdensome.

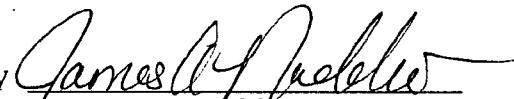
9. Plaintiff has reasonable opportunity to obtain the same information as requested from Defendant and therefore cannot set

forth a legitimate need so as to require Defendant to be the one to bare the cost and burden of obtaining the documents requested.

WHEREFORE, Defendant respectfully requests your Honorable Court to issue Rule upon Plaintiff to show cause why this Court should not issue a protective order and prohibit the requests for productions by Plaintiff. Defendant further requests the Court enter an order prohibiting Plaintiff from making said burdensome discovery requests upon Defendant.

Respectfully submitted,

NADDEO & LEWIS, LLC

By 
James A. Naddéo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

*

*

*

*

*

No. 08-852-CD

CERTIFICATE OF SERVICE

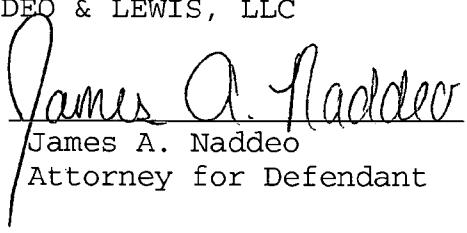
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Motion for Protective Order was served on the following and in the following manner on the 19th day of December, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

*
*
*
*
*
*
*

No. 08-852-CD

FILED

DEC 24 2008

6/11/08
William A. Shaw
Prothonotary/Clerk of Courts

I went to

Attu

(60)

Rule

AND NOW, this 24th day of DECEMBER, 2008, it is hereby ORDERED that a Rule be issued upon the Plaintiff, Unifund CCR Partners, to show cause why the relief requested in Defendant's motion for protective order should not be granted.

Rule Returnable and argument thereon to be held the 21st of January, 2009, at 11:15 A.m., in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION, YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641, Ext. 5982

BY THE COURT,


Judge

FILED
DEC 24 2008
William A. Shew Chou
PROBATE COURT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED No CC
01/10/2008
DEC 30 2008 (60)

S William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

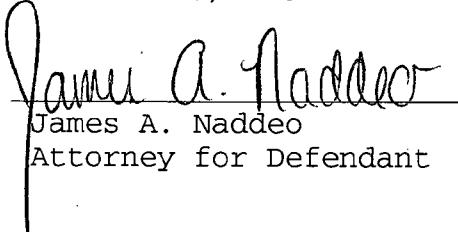
I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Motion for Protective Order was served on the following and in the following manner on the 29th day of December, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Defendant

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

January 6, 2009

5
FILED 1cc AM
9/3/45 cm Naddeo
JAN 06 2009

WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
*
v. * No. 08-852-CD
*
*
PAUL DOHERTY, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Defendant's Answers to Plaintiff's Request for Admissions was served on the following and in the following manner on the 5th day of January, 2009:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 03-352-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
Defendant

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
Pa I.D. 202049

* NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: January 19, 2009

S-
FILED NO cc
01/19/09
JAN 19 2009
W.M.
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Defendant's Responses to Plaintiff's Requests for Production of Documents was served on the following and in the following manner on the 19th day of January, 2009:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* DEFENDANT'S MOTION FOR
SANCTIONS

* Filed on behalf of:
Defendant

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
Pa I.D. 202049

* NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: January 23, 2009

FILED
03/38/09 Atty Naddeo
JAN 23 2009
S

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. *
*
PAUL DCHERTY, an individual, *
Defendant. *

No. 08-852-CD

DEFENDANT'S MOTION FOR SANCTIONS

NOW COMES the Defendant, Paul Doherty, and by and through his attorney, James A. Naddeo, moves this Court to enter an Order under Pa.R.C.P. 4019 imposing sanctions upon Plaintiff, UniFund CCR Partners, for failure to obey an order to provide discovery and in support thereof avers as follows:

1. On or about July 3, 2008, Defendant served discovery to Plaintiff. True and correct copy of Request for Production of Documents Directed to Plaintiff is attached hereto as Exhibit "A."
2. On or about November 20, 2008, when no timely responses to this discovery were received, counsel for defendant filed a Motion to Compel with this Court.
3. Defendant's Motion to Compel was heard by the Court on December 17, 2008 at which Plaintiff failed to appear.
4. Your Honorable Court entered an Order following hearing on said Motion to Compel which directed Plaintiff to provide

Defendant responses to the discovery requests served upon Plaintiff by Defendant on or before 30 days from the date of said Order. True and correct copy of Order dated December 17, 2008 is attached hereto as Exhibit "B."

5. That Defendant served said Order of Court dated December 17, 2008 to Plaintiff on December 19, 2008 as appears from cover letter of Defendant's counsel and Certificate of Service which are attached collectively hereto as Exhibit "C."

6. That to date Defendant has received no response from Plaintiff as to the requests for discovery.

7. That the requests for discovery from Defendant to Plaintiff include requests for the following items: a detailed account of credit and debits to the account at issue in this case, a copy of the original signed contract between Plaintiff and Defendant and any document which indicates authorized users of the account at issue in this case.

8. That despite the Court's very specific direction and the very fundamental requests which Defendant has made, Plaintiff failed to provide any response to the same.

9. Plaintiff's failure to provide full and complete answers and responses to Defendant's requests for production of documents constitutes direct disobedience of the Court's Order of December 17, 2008, and the Pennsylvania Rules of Civil Procedure.

10. Pa.R.C.P. 4019(a)(1)(vii) and 4019(a)(1)(viii) provide, respectively that the Court may make an appropriate order if a party fails to serve sufficient responses to requests for production of documents or fails to make discovery or to obey a court order respecting discovery.

11. Plaintiff's inability or failure to produce the original contract signed by the parties and a detailed account statement demonstrates that Plaintiff will not be able to prove its claim against Defendant.

12. In light of Plaintiff's failure to produce the documents requested and that the lack of said documents evidences that Plaintiff does not have the fundamental evidence necessary to prove its case and that Pa.R.C.P. 4019(c)(3) provides that the Court may enter judgment of non pros as an appropriate sanction against a disobedient party, Defendant requests the Court enter a judgment of non pros against Plaintiff.

13. Pa.R.C.P. 4019(g)(1) provides that the Court may require a party to pay reasonable expenses, including attorney fees, incurred by the moving party in obtaining an order of compliance and subsequent order for sanctions due to a party's noncompliance with discovery.

14. Defendant has incurred attorneys' fees and costs in connection with this matter to date of \$210.00 and future costs

will be incurred to attend the hearing to be scheduled upon this motion.

15. In light of Plaintiff's failure to provide full and complete responses to Defendant's discovery in violation of Pa.R.C.P. 4006 and this Court's order, the Court should enter an Order directing Plaintiff to pay Defendant's counsel fees.

WHEREFORE, Defendant, Paul Doherty, respectfully requests your Honorable Court issue a rule upon Plaintiff, Unifund CCR Partners, to show cause why this Court should not enter an order imposing sanctions upon Plaintiff, Unifund CCR Partners, for failure to obey an order to provide discovery.

Respectfully Submitted,

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Defendant's Motions for Sanctions was served on the following and in the following manner on the 23rd day of January, 2009:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:

James A. Naddeo
James A. Naddeo
Attorney for Defendant

mailed
7/3/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio Corporation,
Plaintiff,

v.

*
*
*
*
* No. 08 - 8852 - CD
*
*

PAUL DOHERTY, an individual,
Defendant.

*

REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO PLAINTIFF

Defendant, Paul Doherty, by his attorney, James A. Naddeo, directs the following Request for Production of Documents to Plaintiff.

Plaintiff is hereby requested to produce, for inspection and copying, the documents requested below at the office of James A. Naddeo, Esquire, 207 East Market Street, Clearfield, Pennsylvania 16830, within thirty (30) days of the date of service of this Request.

DEFINITIONS

1. "Document(s)" when used herein shall be used in its broadest sense and shall mean and include any and all written, recorded, graphic or tangible matter, whether produced by hand recorded, or reproduced, or whether electronically produced or reproduced, and without limiting the generality of the foregoing, shall include all correspondence, memoranda, whether external or internal, records, reports, graphs, brochures, technical data, contracts, agreements, diagrams, maps, accounting records, accounting ledgers, financial statements, financial journals, check records, checks, tax records, photographs, films, telegrams,

Exhibit "A"

specifications, manuals, papers, letters, notes, notations, notebooks, minutes, or summaries of meetings, schedules, transcripts, diaries, publications, directives, instructions, computations, purchase orders, tabulations, invoices, bills, credit memos, receipts of delivery, mortgage documents, test records, laboratory reports, bills of lading, sketches, computer printouts, published sales aids, blueprints, plans design drawings, product brochures, sales literatures, records of shipment, advertisements, test films, laboratory notebooks, quality control tests, production records, and any drafts, revisions or amendments or copies of the above that are either in the knowledge, possession, custody, control or subject to the control of the Plaintiff, her representatives, agents or counsel.

2. In producing documents, please specify the paragraph to which the documents relate.

3. For each document otherwise falling within this Request which defendant contends are excludable from discovery, please note with the objection to production the following:

- (a) The date of the document;
- (b) Its general nature, (e.g. letter, memorandum, test results, etc.);
- (c) The name(s) of the author(s);
- (d) The name(s) of the recipient(s) of the document and of any drafts or copies thereof;
- (e) The person(s) having present custody thereof;
- (f) The basis for such claim of privilege or exclusion.

REQUESTS

1. A detailed account of credit and debits to account number 4190040332290939 with US BANK ND for the past five years or for said account from the date that it was opened, whichever is earlier.
2. Copies of the transaction receipts for each purchase charged to account number 4190040332290939 which represent charges for which plaintiff alleges defendant has not made payment (\$4,785.78). Said transaction receipts to be those which evidence the signatory authorizing each purchase charged to said account.

This request is deemed to be continuing and requires a supplemental response as you, your attorneys, or representatives to obtain any additional documents concerning the categories requested prior to the time of trial.

James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

*

*

*

*

*

No. 08-852-CD

*

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Request for Production of Documents was served on the following and in the following manner on the 3rd day of July, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *

v. *

No. 08-852-CD

PAUL DOHERTY, an individual, *
Defendant. *

ORDER

AND NOW this 17th day of December, 2008, following hearing of Defendant's motion to compel, Plaintiff having failed to appear before the Court for the same, it is hereby the ORDER of this Court as follows:

1. Plaintiff shall provide responses to the discovery requests served by Defendant, including:

a. A detailed account of credit and debits to account number 4190040332290939 with US BANK ND for the past five years or for said account from the date that it was opened, whichever is earlier. This account shall also indicate all interest and fees charged to the account and the manner of calculation of any interest and fees;

b. Copies of the transaction receipts for each purchase charged to account number 4190040332290939 which represent charges for which plaintiff alleges

Exhibit "B"

defendant has not made payment (\$4,785.78). Said transaction receipts to be those which evidence the signatory authorizing each purchase charged to said account.

2. Plaintiff shall also provide the original signed contract between Defendant and the original creditor and any and all documents which evidence the individuals who were authorized to use the same account.

3. Plaintiff shall serve to Defendant all of the documentation detailed herein on or before 30 days from the date of this Order.

BY THE COURT,

/S/ Fredric J Ammerman

Fredric J. Ammerman
President Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

DEC 18 2008

Attest.

William A. Ammerman
Prothonotary/
Clerk of Courts

NADDEO & LEWIS, LLC
ATTORNEYS AT LAW
207 EAST MARKET STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

JAMES A. NADDEO
LINDA C. LEWIS
Trudy G. Lumadue

(814) 765-1601
FAX: (814) 765-8142
naddeolaw@atlanticbbn.net

December 19, 2008

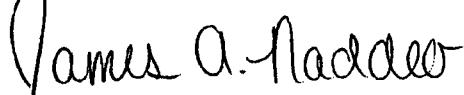
Michael F. Ratchford, Esquire
The Law Office of EAA
1729 Pittston Avenue
Scranton, PA 18505

RE: Unifund CCR Partners v. Doherty

Dear Mr. Ratchford:

Enclosed is certified copy of Order that was entered by the Court on December 17, 2008. This order was entered in response to our Motion to Compel.

Sincerely,



James A. Naddeo

JAN/arb

Cc: Mr. Paul C. Doherty

Enclosure

Exhibit "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: January 23, 2009

January 23, 2009
and the foregoing is true and correct
statement I, Trudy G. Lumadue,

JAN 26 2009

Attest.

John J. Doherty
John J. Doherty
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an *
Ohio corporation, *
Plaintiff, *
*
v. * No. 08-852-CD
*
PAUL DOHERTY, an individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Order of Court dated December 17, 2008 was served on the following and in the following manner on the 19th day of December, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, AN }
OHIO CORPORATION }
VS } NO. 08-852-CD
PAUL DOHERTY, AN }
INDIVIDUAL }

O R D E R

NOW, this 21st day of January, 2009, following argument on the Motion for Protective Order filed on behalf of the Defendant, it is the ORDER of this Court that said Motion be and is hereby GRANTED to the extent that a Protective Order be and is hereby issued in regard to the request for production of documents relative Paragraphs 1, 2 and 8 as contained in the Plaintiff's Motion for Production of Documents.

BY THE COURT,



President Judge

FILED 2CC4Hys:
01/20/2009 Ratchford
JAN 23 2009 Nadeo

William A. Shaw
Prothonotary/Clerk of Courts

610

FILED

JAN 23 2009

**William A. Shaw
Prothonotary/Clerk of Courts**

DATE: 1/23/09

You are responsible for serving all appropriate parties.

The Probationary's office has provided service to the following parties:

**Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: January 23, 2009

S **FILED** 2CC
010-4721 JAN 23 2009
JAN 23 2009
W.A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Order of Court dated December 17, 2008 was served on the following and in the following manner on the 19th day of December, 2008:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Scott J. Best, Esquire
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

V.2

PAUL DOHERTY, an individual,
Defendant.

No. 08-852-CD

S
FILED

JAN 27 2009
o/ 4:00/c
William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:

RULE

Filed on behalf of:
Defendant

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

Trudy G. Lumadue, Esq.
Pa. I.D. 202049

14 1.B. 282845

NARDEO & LEWIS 75

NADDEO & LEWIS

P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: January 23, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

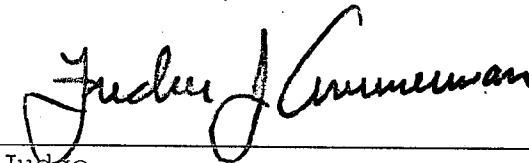
PAUL DOHERTY, an individual,
Defendant.

RULE

AND NOW, this 27th day of JANUARY, 2009, upon
consideration Motion for Sanctions filed on behalf of Defendant,
it is hereby ORDERED that a Rule be granted upon the Plaintiff,
Unifund CCR Partners, to show cause why the relief requested by
Defendant should not be granted.

Rule Returnable and argument thereon to be held the 4th
of March, 2009, at 9:00 A.M., in Courtroom 1 of
the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



Judge

William A Shaw
Prothonotary/Clerk of Courts

JAN 27 2009

FILED

You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
Plaintiff(s) — Plaintiff(s) Attorney — Other
Defendant(s) — Defendant(s) Attorney — Other
Special Instructions:

DATA: 1-27-09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,
Plaintiff,

v.

PAUL DOHERTY, an individual,
Defendant.

* No. 08-852-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

S
FILED No CC
013:30pm
JAN 28 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS, an
Ohio corporation,

Plaintiff,

v.

No. 08-852-CD

PAUL DOHERTY, an individual,
Defendant.

CERTIFICATE OF SERVICE

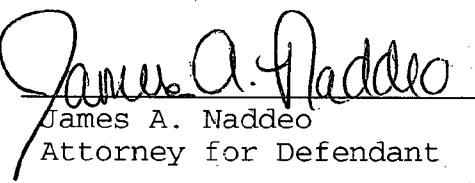
I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Rule dated January 27, 2009 was served on the following and in the following manner on the 28th day of January, 2009:

First-Class Mail, Postage Prepaid

Michael F. Ratchford, Esquire &
Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS	:	CIVIL ACTION
Plaintiff	:	NO.: 08-852-CD
v.	:	
PAUL DOHERTY	:	
Defendant	:	

5
FEB 13 2009
William A. Shaw
Prothonotary/Clerk of Courts
(GIO)

PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR SANCTIONS

Plaintiff, Unifund CCR Partners, by and through its attorneys, Edwin A. Abrahamsen & Associates, responds to Defendant's motion for sanctions as follows:

1. Admitted.

2. Admitted.

3. Admitted in part. Denied in part. It is admitted only that Defendant improperly and unprofessionally presented a motion to compel on December 17, 2008. It is denied that the motion was presented with a proper purpose, as the defendant was aware that Plaintiff had provided responses. If Defendant wanted more documents than were available to Plaintiff, then he needed to present a different motion, one concerning the sufficiency of the responses, not a motion for lack of providing a response.

4. Admitted. Plaintiff did not appear as the responses had already been provided. Defendant improperly presented the motion to compel. The Order directed Plaintiff to respond to discovery, which Plaintiff has done. (*See, Response to Requests for Documents, attached hereto as Exhibit "A."*)

5. Admitted.

6. Denied. Plaintiff is shocked that Defendant's attorney would deliberately mislead the court by stating he has not received responses to discovery. The discovery responses were included under a cover letter dated December 4, 2008, which also included discovery requests directed to Defendant. Defendant responded to the discovery requests, which demonstrates his receipt of the Plaintiff's discovery responses.

7. Admitted.

8. Denied. Moreover, it is professional misconduct for Defendant's attorney to make an allegation in a court document that he knows is false.

9. Denied. Defendant should pay Plaintiff's attorney's fees for responding to a motion that is false, misleading and presented for an improper purpose.

10.-13. Denied. Plaintiff denies that Defendant is entitled to any relief whatsoever. To the contrary, he should be made responsible for Plaintiff's costs of responding to a false, misleading and deceitful motion.

14. Denied. Plaintiff denies that Defendant is entitled to any relief whatsoever. To the contrary, he should be made responsible for Plaintiff's costs of responding to a false, misleading and deceitful motion in an amount of \$1,000.

15. Denied. Plaintiff denies that Defendant is entitled to any relief whatsoever. To the contrary, he should be made responsible for Plaintiff's costs of responding to a false, misleading and deceitful motion in an amount of \$1,000.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant, in the amount of the current delinquent balance, plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Edwin A. Abrahamsen & Associates, P.C.

Dated: February 10, 2008

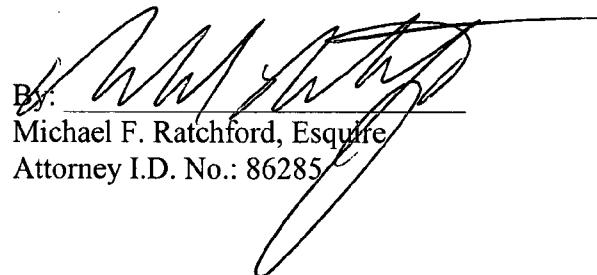
By: 
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285

Exhibit “A”

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

UNIFUND CCR PARTNERS	:	CIVIL ACTION
Plaintiff	:	NO.: 08-852-CD
V.	:	
PAUL DOHERTY	:	
Defendant	:	

PLAINTIFF'S RESPONSE TO DEFENDANT'S REQUESTS FOR DOCUMENTS

Plaintiff, Unifund CCR Partners, by and through its attorneys, Edwin A. Abrahamsen & Associates, responds to Defendant's Requests for Documents as follows:

OBJECTIONS

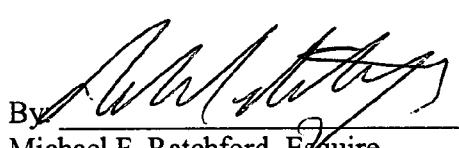
Plaintiff objects to the Defendant's instructions to his Request for Documents to the extent that the instructions are overly broad and seek to impose a burden upon Plaintiff in excess of the burden imposed by the Pennsylvania Rules of Civil Procedure.

RESPONSE TO REQUESTS

1.-2. Plaintiff has attached the only documents in its possession to this response. See attached.

Edwin A. Abrahamsen & Associates, P.C.

Dated: December 4, 2008

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

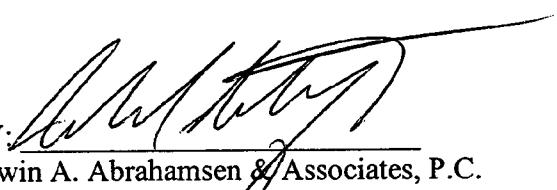
UNIFUND CCR PARTNERS : CIVIL ACTION
Plaintiff : NO.: 08-852-CD
v. :
PAUL DOHERTY :
Defendant :

CERTIFICATE OF SERVICE

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of Plaintiff's Response to Defendant's Requests for Documents was served via first class United States Mail, postage prepaid on the date set forth below upon the following:

Daniel Dougherty, Esquire
Attorney At Law
881 Third Street, Suite B-3
Whitehall, PA 18052

Date: December 4, 2008

BY: 
Edwin A. Abrahamsen & Associates, P.C.
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285

P.O. BOX 6345
FARGO ND 58125-6345

Print change of address below.

PAUL C DOHERTY
PO BOX 157
GRASSFLAT PA 16839-0157

HARLEY-DAVIDSON VISA
U.S. Bank National Association ND

Account number: 4190 0403 3229 0939
Statement date: May 10, 2004
New balance \$4,691.99
Minimum payment due \$745.00
Payment must be received Jun. 4, 2004
Amount enclosed

Please detach and return this coupon with
your check payable to:

U.S. BANK NATIONAL ASSOCIATION ND
PO BOX 790409
ST. LOUIS, MO 63179-0409

C 1 4190040332290939 000469199 000074500

HARLEY-DAVIDSON VISA
Issued by U.S. Bank National Association ND

New Balance Summary

Previous balance	\$4,747.09
Payments & credits	- 150.00
New purchases & advances	0.00
Finance charges & other fees	94.90
New balance	\$4,691.99
 Credit Available	
Credit limit	\$8,000.00
Credit available	\$0.00

Account & Payment Information
Customer name: Paul C Doherty
Account number: 4190 0403 3229 0939
Statement date: May 10, 2004
Amount past due \$460.00
Minimum payment due \$745.00
Payment must be received Jun. 4, 2004

Your Resources for Help
24 Hour Customer Service 1-800-699-2281
Text telephone (TTY) 1-800-846-2580

Harley-Davidson Visa

Your Preferred Dealer is:
#1 CYCLE CENTER H-D

Genuine Rewards Order Line	1-800-699-2281
Genuine Rewards Number	1303-2329-9037
Current statement standard points	0
Current statement bonus points	0
Current statement redeemed points	0

1957 GENERAL POTTER HWY CENTRE HALL, PA 16828 (24 hours, seven days a week)	
Program to date standard points	11,097
Program to date bonus points	0
Program to date redeemed points	0
Points available	0

Points have not been credited to your account due to account status. Refer to Program Catalog for additional information.

Transactions

Payments	May 10	PAYMENT - THANK YOU	- \$150.00
& Credits	May 10	74190004131131000070005	

Rates & Fees

Periodic rates:	Purchases	Advances
Monthly periodic	2.00%	2.00%
Corresponding APR	23.99%	23.99%
ANNUAL PERCENTAGE RATE	23.99%	23.99%
Average daily balance	\$4,659.46	\$87.63
FINANCE CHARGES:		
Interest charge	\$93.15	\$1.75

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

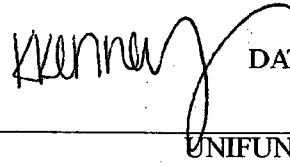
Kim Kenney, being sworn, deposes and says that she is an authorized representative of Unifund CCR Partners, servicer, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242, and that she is authorized to make the following statements and representations which are within her personal 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 PAUL DOHERTY, Account Number 4190040332290939, the amount of \$6480.91.

This account was issued under the name of US BANK ND and acquired from US Bank National Association ND. Said account has been forwarded to Law Ofcs of Edwin A. Abrahamsen & A, as attorney for Plaintiff Unifund CCR Partners, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

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

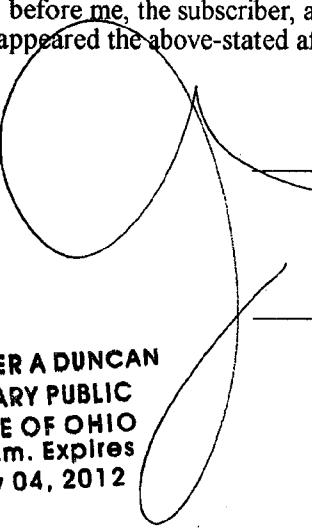
 DATED this 11/05/2007

UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 11/05/2007, 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

ACCOUNT NUMBER	BALANCE AS OF 11/02/2007	PAYMENT DUE DATE			MINIMUM PAYMENT	PAYMENT ENCLOSED
		PAST DUE	6,480.91	\$		
4190040332290939						Make Checks Payable To Unifund

UNIFUND STATEMENT

PAUL DOHERTY
4973 KYLERTOWN DRIFTING
HWY
GRASSFLAT PA 16839

MESSAGE FROM UNIFUND

YOUR ACCOUNT IS PAST DUE \$6,480.91. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY. IF YOU HAVE ALREADY SENT A PAYMENT FOR THE ABOVE AMOUNT, THANK YOU.

TRANSACTIONS:

Date	Transaction	Balance	Due	Payments	New Balance
11/02/2007	This Account Was Issued Under The Name Of US BANK NDand Acquired From US Bank National Association ND.	6,480.91	6,480.91	0	6,480.91

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.

FEB. 23, 2007 3:00PM US BANK

NO. 3829 F-2

EXHIBIT B

BILL OF SALE AND ASSIGNMENT OF ASSETS

The undersigned Assignor ("Assignor") hereby absolutely sells, transfers, assigns, sets over, quitclaims and conveys to Unifund Portfolio A, LLC, an Ohio limited liability company ("Assignee") on an "AS IS" and "WITH ALL FAULTS" basis, without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right, title and interest in and to each of the assets identified in the Asset Schedule ("Asset Schedule") attached hereto as Exhibit A (the "Assets"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets.

| DATED: FEBRUARY 26, 2007

ASSIGNOR: U.S. Bank National Association ND
By: 
Name (print):
Title: Vice President of Retail Loss Prevention

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

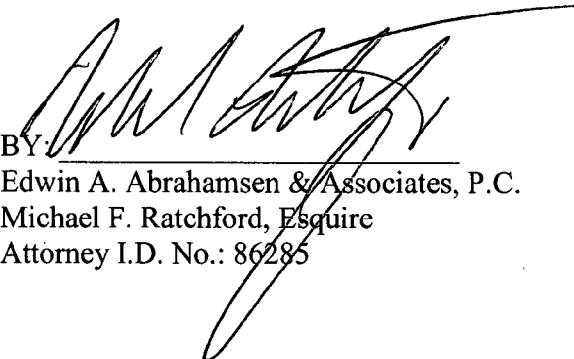
UNIFUND CCR PARTNERS	:	CIVIL ACTION
Plaintiff	:	NO.: 08-852-CD
v.	:	
PAUL DOHERTY	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of Plaintiff's Response to Defendant's Motion for Sanctions was served via first class United States Mail, postage prepaid on the date set forth below upon the following:

James A. Naddeo, Esquire
Naddeo & Lewis, LLC
207 market Street
P.O. Box 552
Clearfield, PA 16830
Attorney for Defendant

Date: February 10, 2008

BY 
Edwin A. Abrahamsen & Associates, P.C.
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285

WA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

UNIFUND CCR PARTNERS : :

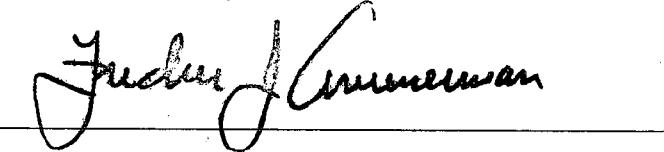
-vs- : No. 08-852-CD

PAUL DOHERTY, an individual : :

O R D E R

AND NOW, this 4th day of March, 2009, following argument on the Defendant's Motion for Sanctions, with the Court noting that the Plaintiff has certified that no other Discovery is available other than that which had been previously provided, it is the ORDER of this Court that the Defendant's Motion for Sanctions be and are hereby dismissed.

BY THE COURT,



President Judge

FILED 2CC Atlys:

01/47801
MAR 04 2009

Ratchford
Naddeo

5
William A. Shaw
Prothonotary/Clerk of Courts

60

FILED

MAR 04 2009

**William A. Shaw
Prothonotary/Clerk of Courts**

DATE 3/4/09

✓ You are responsible for serving all appropriate parties.

✓ The Prothonotary's office has provided service to the following parties:

✓ Plaintiff(s) ✓ Plaintiff(s) Attorney Other

 Defendant(s) ✓ Defendant(s) Attorney

 Special Instructions:

UNIFUND CCR PARTNERS

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

vs.

PAUL DOHERTY
4973 KYLERTOWN DRIFTING HWY
GRASSFLAT PA 16839

Defendant :

NO: 08-852-CD

Praecipe to Withdraw Civil Complaint

FILED

DEC 28 2009
m/11:45 AM
William A. Shaw
Prothonotary/Clerk of Courts
i went to mtn

To the Prothonotary of CLEARFIELD County Pennsylvania:

Please enter the above Praecipe to Withdraw the Civil Complaint.

Thank you,

Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
Lawyer ID # 86285

Sworn and subscribed before me on this 23rd day of Dec 20 09

Jennifer Loehn
NOTARY PUBLIC
JENNIFER LOEHN
Notary Public
SCRANTON CITY, LACKAWANNA COUNTY, PA
My Commission Expires November 2013

Prothonotary/Clerk of Courts
William A. Shaw

DEC 2 6 2009

FILED