

08-1899-CD

Remit Corp. vs Jeffrey A. Muth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Remit Corporation
(Plaintiff)

CIVIL ACTION

36 West Main Street
(Street Address)

No. 08-1899-CD

Bloomsburg PA 17815
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Complaint

VS.

Filed on Behalf of:

Jeffrey A. Muth
(Defendant)

Plaintiff
(Plaintiff/Defendant)

3642 Shamokin Trail
(Street Address)

Luthersburg PA 15848-4076
(City, State ZIP)

Laurinda J. Voelcker
(Filed by)

36 West Main Street Bloomsburg PA 17815
(Address)

(570) 387-1873
(Phone)

[Signature]
(Signature)

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OCT 06 2008 ICC Atty
William A. Shaw
Prothonotary/Clerk of Courts
200 Sheriff

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

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: CIVIL-LAW
:
: DOCKET NO.
:

ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of Remit Corporation, Plaintiff, in the
above captioned matter.

Respectfully Submitted,
THE REMIT CORPORATION



LAURINDA J. VOELCKER, ESQUIRE

Attorney No. 82706

36 W Main St

Bloomsburg, PA 17815

570-387-1873

Fax 570-387-6474

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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REMIT CORPORATION,
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Plaintiff

vs.

JEFFREY A. MUTH,
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NOTICE TO DEFENDANT

TO THE DEFENDANT:

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

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

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

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


LAURINDA J. VOELCKER, ESQUIRE
Attorney for Plaintiff

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

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CIVIL-LAW

DOCKET NO.

COMPLAINT

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

1. The Plaintiff, The Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.
2. The Defendant, Jeffrey A. Muth, is an adult individual residing at 3642 Shamokin Trail, Luthersburg, Clearfield County, Pennsylvania 15848-4026.
3. Defendant obtained a Mastercard credit card on or about February 9, 2001, from Citibank USA National Association, (hereinafter "original creditor"), Account number 5256 0720 5103 1820.
4. Unifund CCR Partners purchased the account of Jeffrey A. Muth from Citibank USA National Association. A copy of the Affidavit of Indebtedness is attached hereto and labeled as Exhibit B.

5. Defendant used the extended credit leaving an unpaid balance of \$12,022.08 with interest continuing to accrue at 32.74%per annum.

6. Defendant's last payment on this account was made on or about October 13, 2004.

7. To date the balance is \$5134.56 principal and \$6887.52 interest for a total of \$12,022.08.

COUNT 1

BREACH OF EXPRESS CONTRACT

8. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

9. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on his/her account.

10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$12,022.08.

11. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charged for the same or the costs incurred.

12. Defendant is indebted to the Plaintiff in the amount of \$12,022.08. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

13. Defendant's failure to pay is a breach of the express written agreement between the Defendant and original creditor. Pursuant to Pa.R.C.P. No. 1019(i), a copy of the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$12,022.08 together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT II

BREACH OF IMPLIED CONTRACT

14. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

15. It is averred, in the alternative, in the paragraphs set forth above, if an express contract between original creditor and Defendant did not exist, that a contract implied by fact or implied within the law exists.

16. At all times relevant hereto, Defendant was aware that the original creditor was extending credit services to Defendant and that the original creditor expected to be paid for the Defendant's use of this credit.

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to Defendant's benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$12,022.08.

19. In breach of the implied contract, Defendant has failed and refused to pay the outstanding sum for the credit card use and the same is now due and owing.

20. The Defendant has failed and refused to pay the aforementioned sum despite frequent demand to do so.

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of \$12,022.08.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against Defendant in the amount of \$12,022.08, together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

COUNT III

QUANTUM MERUIT/UNJUST ENRICHMENT

22. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

23. Original creditor provided the extension of credit as set forth above with the expectation of receiving payment for all use of this credit including, but not limited to, purchases, cash advances, balance transfers, fees and interest.

24. The credit extended by original creditor benefited Defendant.

25. The Defendant will be unjustly enriched if Defendant is allowed to retain the benefit resulting from Defendant's use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from the original creditor's provision of credit.

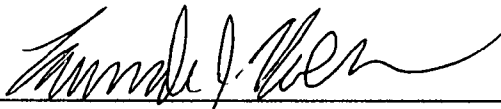
26. The original creditor was not a volunteer in providing the credit services set forth above and the Defendant understood that original creditor was entitled to compensation based upon Defendant's use of the credit card.

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is \$12,022.08.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$12,022.08 from the Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of \$12,022.08 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Laurinda J. Voeleker", is written over a horizontal line.

Laurinda J. Voeleker, Esquire
Attorney for Plaintiff
PA ID #82706
Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
570-387-1873
Fax 570-387-6474

ASSIGNMENT OF CLAIM
PURSUANT TO
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:

Unifund CCR Partners. State of Ohio. County of Hamilton.

assigns to:

The Remit Corporation

doing business at:

36 W Main Street

PO Box 7

Bloomsburg, PA 17815

a debt due to the undersigned from:

MUTH, JEFFREY A

5256072051031820

571776

for the sum of **\$12022.08** arising from unpaid credit card services with interest accruing at **32.74%** per annum.

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

The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 13th day of

August, 2008.



Authorized Signature

Unifund CCR Partners. State of Ohio. County of Hamilton.

EXHIBIT

A

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.

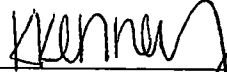
To the best of her knowledge the Defendant is not now in the Military Service as defined in the Soldiers and Sailors Civil Relief Act of 1940 and amendments thereto.

There is due and payable from JEFFREY A MUTH, Account Number 5256072051031820, the amount of \$11833.22.

This account was issued under the name of CITIBANK USA NA and acquired from Citibank (South Dakota) NA. Said account has been forwarded to REMIT Corporation, as attorney for Plaintiff Unifund CCR Partners assignee of Palisades Collection LLC, for the purpose of the commencement of a legal suit, with full power and authority to do and perform all acts necessary for the collection, adjustment, compromise or satisfaction of said claim as permitted by law.

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

DATED this 07/28/2008

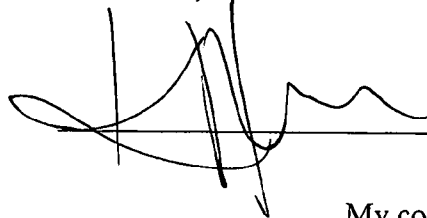


UNIFUND CCR PARTNERS

By: Kim Kenney, Authorized Representative
Title

10625 Techwoods Circle, Cincinnati, OH 45242
Address

I hereby certify that on 07/28/2008, 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



KATHRYN HALPIN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
October 11, 2010

EXHIBIT

tabbies

B

CIT
(Citibank)

CITIBANK CARD AGREEMENT

This Agreement and the folder containing the card are your Citibank Card Agreement. The folder contains important account information, including the annual percentage rate and the amount of any membership fee. Please read and keep the folder and this Agreement for your records.

To simplify the rest of this Agreement for you, the following definitions will apply. The words *you*, *your*, and *yours* mean the person responsible for this Agreement, to whom we direct the billing statement. The word *card* means one or more cards which we have issued with your account number. The words *we*, *us*, and *our* mean Citibank (South Dakota), N.A. The words *Citibank checks* mean one or more checks that we may provide to access your Citibank card account. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

Using Your Account and Your Credit Line:

The card must be signed to be used. Your initial credit line appears on the folder containing the card. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion and at any time, we may change your credit line or cash advance limit. We will notify you if we do, either by mail or through a billing statement sent either before or after the change takes effect. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us.

Additional Cards:

You may request additional cards on your account for yourself or others and you may permit another person to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Membership Fee:

The folder containing the card indicates whether your account is subject to a membership fee. If it is, the fee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing date of the billing statement on which the fee is billed.

EXHIBIT

C

Billing:

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit; an itemized list of current charges, Citibank checks, payments and credits; a summary showing separately the purchase and cash advance balances, and finance charges on each balance; and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

How We Determine the Balance:

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases and cash advances and subtract any payments and credits that we receive. We then add the appropriate finance charges and fees and make other applicable adjustments.

Annual Percentage Rate for Purchases:

Your annual percentage rate for purchases and the corresponding daily periodic rate appears on the folder containing the card. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not the annual percentage rate for purchases is based on the quarterly U.S. Prime Rate plus a margin is indicated on the folder containing the card.

Annual Percentage Rate for Cash Advances:

Your ANNUAL PERCENTAGE RATE for cash advances is 19.99%, which corresponds to a daily periodic rate of 0.0548%. The daily periodic rate is the cash advance annual percentage rate divided by 365. Please see the next section for details relating to how this rate may change if you default under any Citibank Card Agreement.

Variable Annual Percentage Rates for Purchases and Cash Advances:

If the annual percentage rate for purchases is based on the quarterly U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin that appears on the folder containing the card to the U.S. Prime Rate published in *The Wall Street Journal* on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE

(including any promotional rate) on all balances to a higher rate of up to 23.99%. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months. Your existing purchase and cash advance balances will remain subject to the higher rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

Promotional Rate Offers:

At our discretion, we may offer you a promotional annual percentage rate for all or a part of the purchase and/or cash advance balances. The period of time for which the promotional rate applies may be limited. Any promotional rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the folder containing the card. We may also offer you a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with other credit card issuers. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Finance Charges:

Finance charges will begin to accrue from the date of the advance for cash advances and from the date of the transaction for purchases (including balances you transfer from any other credit card issuer) and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance listed on the last billing statement by the payment due date on that statement and you did not transfer a balance from any other credit card issuer during that billing period, you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of finance charges on purchases. In certain cases, this same grace period for purchases may apply even if you have transferred a balance during the billing period. If there is no such grace period for purchases, the balance transfer offer will so indicate.

We will calculate finance charges as follows:

- We figure a portion of the finance charge on your account by multiplying the daily balance on purchases (which includes balances you transfer from any other credit card issuer) and the daily balance on cash advances by the applicable daily periodic rate and adding together any such finance charges for purchases and for cash advances for each day in the billing period.
- For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and varies with the number of days in the billing period. It includes the Statement/Closing Date of the current billing period.
- To calculate the daily balances, we take the beginning balance for purchases and the beginning balance for cash advances each day, add any new transactions and fees and any finance charge on the previous day's balance, subtract any payments or credits, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the purchase balance as

of the date of the purchase and a new cash advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.

■ The "balances subject to finance charge" for purchases and for cash advances on the billing statement are each the average of the respective daily balances during the billing period. If you multiply these figures by the number of days in the billing period and by the applicable daily periodic rates, the results will be the finance charges assessed on purchases or cash advances, except for minor variations caused by rounding.

■ If the balance for purchases or cash advances is subject to more than one rate (for example, because of purchases or cash advances made during a promotional rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

Cash Advances and Transaction Fee:

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through a Citibank check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. For each cash advance, we add an additional **FINANCE CHARGE** of 3.0% of the advance, but not less than \$5. This fee will be added to the cash advance balance. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

Minimum Finance Charge:

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and cash advances is less than \$.50, we assess a minimum **FINANCE CHARGE**, based on periodic rates, of \$.50. We add the amount to either the purchase or cash advance balance at our discretion.

Credit Balance:

You may not maintain a credit balance on your account in excess of your assigned credit line. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

Security Interest for Secured Accounts:

The folder containing the card indicates if your account is a secured account. If it is, you have given us a security interest in a certificate of deposit or a savings account to secure repayment of your account. If you withdraw your funds from the certificate of deposit or savings account, we will close your card account.

Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and Visa International or MasterCard International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Visa and MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa increases this conversion rate by an international reimbursement rate and MasterCard increases this conversion rate by one percent. Both Visa and MasterCard keep this increase. We increase the conversion rate provided to us by Visa or MasterCard by two percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your billed finance charges or one of the following:

- The New Balance on the billing statement if it is less than \$20, or
- \$20, if the New Balance is at least \$20 and not greater than \$960, or
- If the New Balance exceeds \$960, 1/48 of the New Balance (rounded down to the nearest dollar).

You must pay at least the minimum amount by the payment due date, but you may pay more at any time without a penalty. We will allocate payments to amounts owed on your account at our discretion. This includes, but is not limited to, applying payments to promotional balances, such as balances you transfer from other credit card issuers, before we apply such payments to your purchase or cash advance balances. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment when offered, we will continue to assess finance charges.

Payments:

Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency. If we do, we will select the currency conversion rate at our discretion.

Over-the-Credit-Line Fee:

We will add a \$29 fee to the purchase balance for each billing period that the New Balance exceeds your credit line.

Late Fee:

We will add a \$29 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.

Returned Payment Fee:

We will add a \$29 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Citibank Checks:

Citibank checks may be used to purchase goods and services or to obtain cash up to the amount of your available cash advance limit unless that amount will cause the balance to exceed your credit line. We will treat Citibank checks as a cash advance and charge them against your cash advance limit. Each Citibank check must be in the form we have issued and must be used according to any instructions we give you. Citibank checks may be used only by the person whose name is printed on them. Citibank checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Citibank checks, nor will we return paid Citibank checks.

Returned Citibank Check Fee:

We will add a \$29 fee to the cash advance balance if we decline to honor a Citibank check. We may decline to honor a Citibank check if, for example, the amount of the check would cause the balance to exceed your cash advance limit or credit line, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

Stop Payment Fee:

We will add a \$29 fee to the cash advance balance when payment of a Citibank check is stopped at your request. You may stop payment on a Citibank check by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing. Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill".

Lost or Stolen Cards, Account Numbers or Citibank Checks:

If any card, account number or Citibank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened. Don't use the card or the Citibank checks after we've been notified, even if they are found or returned. You may be liable for unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default:

You default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, file for bankruptcy, exceed your credit line without permission, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, pay by automatic debit that is returned unpaid, or default on any other Citibank Card Agreement. If you default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a certificate of deposit or a savings account, we may use the deposit amount to pay any amount you owe.

Preauthorized Charges:

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third-party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

Collection Costs:

If we refer collection of your account to a lawyer who is not our salaried employee, you will have to pay our attorney's fee plus court costs or any other fees, to the extent permitted by law. If we sue to collect and you win, we will pay your reasonable legal fees and court costs.

Customer Privacy:

We will safeguard, according to strict standards of security and confidentiality, any information you share with us. We will limit the collection and use of any such information to the minimum we require in order to deliver you superior service, which includes advising you about our products, services, and other opportunities, and to administer our business. We will permit only authorized employees, who are trained in the proper handling of customer information, to have access to your information. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.

We will always maintain control over the confidentiality of your information. We will, however, facilitate relevant marketing and promotional offers from reputable companies that meet your needs. These companies are not permitted to retain any of your information unless you have specifically expressed interest in their products or services. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

Except as set forth in this Agreement and except for reports to credit reporting and collection agencies, information we are permitted to share with Citibank affiliates, and information we share in connection with collection of your account, no one else will be given information about your account without your knowledge, authorization or proper legal authority.

Sharing Customer Information Among Citibank Affiliates:

To alert you to special offers and provide you with products and services that are tailored specifically to you, Citibank affiliates share information about you on a confidential basis.

Citibank affiliates are permitted by law to share any information about their

transactions or experiences with you. Other information you provide to us or that we obtain from third parties (for example, credit bureaus) will not be shared if you notify us that you do not want such information shared among Citibank affiliates.

You may notify us in writing of your instruction at any time. Please send your name and address (as it appears on your account statement), along with your account type, account number and Social Security number to Citibank Processing Center at CN 3178, South Hackensack, NJ 07606. We ask that you mail your instruction in a stamped envelope that does not include any other correspondence. If you have already told us that you do not want such other information shared, it was effective immediately. You do not need to notify us again.

If you are also a customer of other Citigroup companies (such as Commercial Credit, Travelers Property Casualty, Travelers Life & Annuity, Salomon Smith Barney and Primerica Financial Services) and you receive a notice of their intent to share certain information about you with their affiliates, you will need to separately notify them if you do not want such information shared.

Telephone Monitoring and Recording:

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

Correcting Your Credit Report:

If you think we reported erroneous information to a credit reporting agency, write us at the address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

Closing Your Account:

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time without prior notice. We may also reissue a different card or account number at any time. You must return the card to us upon request.

Refusal of the Card:

We are not responsible if a purchase or cash advance on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve purchases or cash advances which cause the balance to exceed your credit line without waiving any of our rights under this Agreement.

Changing this Agreement:

We can change this Agreement, including all fees and the annual percentage rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once

or under the terms of the unchanged Agreement. Otherwise, the change in the notice is binding on you. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Enforcing this Agreement:

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Assignment:

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

Applicable Law:

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

For Further Information:

Call us at the telephone number shown on the front of the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.


Thomas W. Jones
President & CEO

Citibank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

©1999 Citibank (South Dakota), N.A.

What To Do If There's An Error In Your Bill.

Your Billing Rights. Keep This Notice For Future Use.

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

Notify Us In Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address shown on the front of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

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

If you have authorized us to pay your credit card bill automatically from your savings or checking account you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

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

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- ☒ You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
 - ☒ The purchase price must have been more than \$50.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

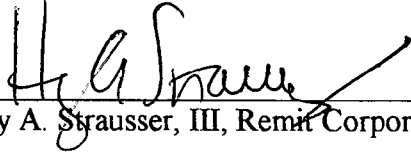
8049170-D
PR 10/99 REV 8/99

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are subject to the penalties of 18 Pa.C.S. sec.

4904 relating to unsworn falsification to authorities.



Harry A. Strausser, III, Remit Corporation

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

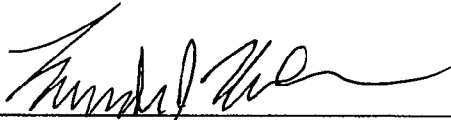
JEFFREY A. MUTH,
Defendant

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: CIVIL-LAW
:
: DOCKET NO.
:

AFFIDAVIT OF NON-MILITARY SERVICE

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, not has been in such service within thirty days hereof.

Dated this 24th day of September, 2008



Laurinda J. Voelcker, Esquire
Attorney For Remit Corporation
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
570-387-1873
Fax 570-387-6474

Department of Defense Manpower Data Center

SEP-09-2008 05:31:43



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

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

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

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

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

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

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

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

Report ID: **BRBBKFSTAQR**

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

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

CERTIFICATION OF ADDRESSES

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

Plaintiff: Remit Corporation
36 West Main Street
Bloomsburg, PA 17815

Defendant: Jeffrey A. Muth
3642 Shamokin Trail
Luthersburg, PA 15848-4026

Respectfully submitted,



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1899-CD

REMIT CORPORATION

vs
JEFFREY A. MUTH

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 11/05/2008 HEARING: PAGE: 104754

DEFENDANT: JEFFREY A. MUTH
ADDRESS: 3642 SHAMOKIN TRAIL
LUTHERSBURG, PA 15848

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

FILED

OCT 21 2008

William A. Shaw

Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 10-20-08 AT 10:30 (AM) PM SERVED THE WITHIN

COMPLAINT ON JEFFREY A. MUTH, DEFENDANT

BY HANDING TO Jeffrey MUTH / Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 3642 Shamokin Trail Luthersburg, PA 15848

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JEFFREY A. MUTH

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JEFFREY A. MUTH

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Newlin
Deputy Signature

Jerome M. Newlin
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104754
NO: 08-1899-CD
SERVICES 1
COMPLAINT

PLAINTIFF: REMIT CORPORATION
vs.
DEFENDANT: JEFFREY A. MUTH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP.	10088	10.00
SHERIFF HAWKINS	THE REMIT CORP.	10088	37.89

5
FILED
01/21/09
JAN 30 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

CIVIL-LAW

DOCKET NO. 08-1899-CD

PRAECIPE FOR JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

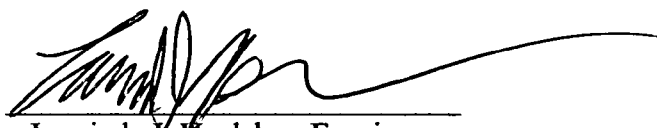
Kindly enter judgment against Defendant in the above captioned matter as follows:

Real debt	\$ 12,022.08
Attorney's Fees	\$ 971.09
Court Costs	\$ 195.00
Default Judgment	\$ 20.00
Interest from Oct. 6, 2008	\$ 240.44
- Payments	\$ 1,250.00

Total: \$ 12,198.61

Kindly assess damages against Defendant in the sum of \$ 12,198.61 plus continuing interest at the statutory rate of 6%.

BY:


Laurinda J. Voelcker, Esquire
Attorney for Plaintiff

FILED Any pd.
M12:110311 8 20.00
FEB 27 2009 2cc Any
William A. Shaw
Prothonotary/Clerk of Courts ICC & Notice
to Def.

(610)

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
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:
: CIVIL-LAW
:
: DOCKET NO. 08-1899-CD
:

CERTIFICATION OF TEN (10) DAY NOTICE

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

I, LAURINDA J. VOELCKER, ESQUIRE, hereby swear and certify that I served a copy of the Ten (10) Day Notice by regular mail to Defendant on February 6, 2009.

BY:



Laurinda J. Voelcker, Esq.
Attorney for Plaintiff

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

CIVIL-LAW

DOCKET NO. 08-1899-CD

NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

TO: Jeffrey A. Muth
3642 Shamokin Trail
Luthersburg, PA 15848


DATE OF NOTICE: **February 6, 2009**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

REMIT CORPORATION

Laurinda J. Voelcker, Esquire
570-387-1873

Mailed to:
Jeffrey A. Muth
3642 Shamokin Trail
Luthersburg, PA 15848

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

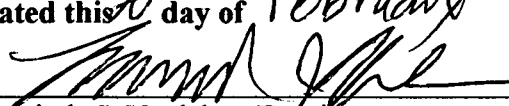
JEFFREY A. MUTH,
Defendant

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: CIVIL-LAW
:
: DOCKET NO. 08-1899-CD
:

AFFIDAVIT OF NON-MILITARY SERVICE

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, not has been in such service within thirty days hereof.

Dated this ^{20th} day of February, 2009



Laurinda J. Voelcker, Esquire
Attorney For Remit Corporation
Attorney ID 82706
36 West Main Street
Bloomsburg, PA 17815
Telephone: (570) 387-1873
Fax: (570) 387-6474

Department of Defense Manpower Data Center

SEP-09-2008 05:31:43



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavely-Dixon

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

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

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

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

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

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

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

Report ID: **BRBBKFSTAQR**

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

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:

CIVIL-LAW

DOCKET NO. 08-1899-CD

CERTIFICATION OF ADDRESSES

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

Plaintiff: Remit Corporation
36 West Main Street
Bloomsburg, PA 17815

Defendant: Jeffrey A. Muth
3642 Shamokin Trail
Luthersburg, PA 15848

Respectfully submitted,



Laurinda J. Voelcker, Esquire
Attorney for Plaintiff
PA ID #82706

Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
Telephone: (570) 387-1873
Fax: (570) 387-6474

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

REMIT CORPORATION,
Assignee of Unifund CCR,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

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CIVIL-LAW

DOCKET NO. 08-1899-CD

TO: Jeffrey A. Muth
3642 Shamokin Trail
Luthersburg, PA 15848

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment of Possession
☐ Judgment on Award on Arbitration
☐ Judgment on Verdict
☐ Judgment on Court findings

Willi Lush 2/27/09

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: LAURINDA J. VOELCKER, ESQUIRE

AT THIS TELEPHONE NUMBER: 570-387-1873

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

REMIT CORPORATION	:
	:
Plaintiff	:
	:
VS.	: CIVIL ACTION - LAW
	:
JEFFREY A. MUTH	: NO. 08-1899-CD
Defendant	:

ASSIGNMENT OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, that Remit Corporation in consideration of the prior contractual agreement between the parties, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, transfer, assign and make over to Unifund Corporation assignee of Palisades Collection, LLC of 10625 Techwoods Cr, Cincinnati, Hamilton County, Ohio, 45242 (hereinafter "Unifund"), its successors and assigns, a certain Judgment recovered by Remit Corporation of 36 West Main St, Bloomsburg, Columbia County, Pennsylvania 17815, in the Clearfield Court of Common Pleas, Clearfield County, Pennsylvania, filed to docket number 08-1899-CD against Defendant, JEFFREY A. MUTH, for the sum of \$10,987.08 which constitutes damages and costs of suit, plus interest at 6.00% annum from 02/27/2009, together with all the benefits and advantages that may be obtained thereby, and full power to enforce and recover the Judgment to Unifund's own use. Remit Corporation, further authorizes and Empowers the Prothonotary or any attorney on behalf of the Assignee to mark said Judgment to the Assignee's use.

FILED *aff pd.*
7.00
MAR 29 2010
William A. Shaw
Prothonotary/Clerk of Courts
300PFF
60

IN WITNESS WHEREOF and intending to be legally bound hereby,

Remit Corporation, has executed this Assignment

this 23rd day of February, 2010.

A handwritten signature in black ink, appearing to read "Laurinda J. Voelcker", written over a horizontal line.

Laurinda J. Voelcker
General Counsel
Remit Corporation

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

REMIT CORPORATION

Plaintiff

VS.

JEFFREY A. MUTH

Defendant

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CIVIL ACTION - LAW

NO. 08-1899-CD

PRAECIPE TO MARK JUDGMENT TO USE OF ASSIGNEE

TO: PROTHONOTARY:

Please mark the Judgment entered in the above captioned case against the Defendant(s), JEFFREY A. MUTH, to and for the use of Unifund Corporation assignee of Palisades Collection, LLC, Assignee, as per Assignment of Judgment, a copy of which is attached hereto and made a part hereof as Exhibit A.

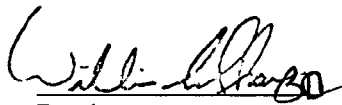
DATED: 2/23/10 BY: 
Laurinda J. Voelker, Remit Corporation

JUDGMENT MARKED TO USE OF ASSIGNEE

AND NOW, to wit, this 29th day of March, 2010,

the Judgment entered in the above captioned case against the Defendant (s),

JEFFREY A. MUTH, is hereby marked to and for the use of Unifund Corporation assignee of Palisades Collection, LLC.


Prothonotary

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

UNIFUND CORPORATION,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
:
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: CIVIL-LAW
:
:
: DOCKET NO. 08-1899-CD
:

PRAECIPE FOR WRIT OF EXECUTION
Personal Property Levy

To the Prothonotary:

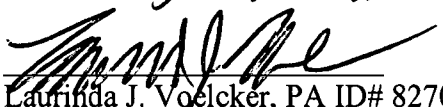
Issue writ of execution in the above matter,

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

as a lis pendens against real property of the defendant in name of garnishee(s) as follows: N/A

(5)	Amount Due:	\$ 12,198.61
	Interest from 2/27/2009	\$ 1,402.48
	Other:	\$ 7.00
	Credits:	\$ 1,750.00
	Costs to be added:	
	Clerks Fee:	\$ 20.00
	Sheriff:	\$ 200.00
	Total:	\$ 12,078.09

142.00 Prothonotary costs
Dated this 31 day of May, 2011


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

FILED
May 31 2011
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty
2CC & 6 writs
to Sheriff
(610)

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

UNIFUND CORPORATION	:
Plaintiff	:
	:
vs.	: CIVIL-LAW
	:
JEFFREY A. MUTH,	: DOCKET NO. 08-1899-CD
Defendant	:

**WRIT OF EXECUTION
NOTICE**

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove you exemption, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET
FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE INFORMATION
ABOUT HIRING A LAWYER.
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER
LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

Pennsylvania Lawyer Referral Service	Clearfield County Courthouse
100 South Street, PO Box 186	Second & Market Streets
Harrisburg, PA 17108	Clearfield, PA 16830
800-692-7375	(814) 765-2641 Ext. 50-51
717-238-6807	

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

UNIFUND CORPORATION
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
:
:
: CIVIL-LAW
:
: DOCKET NO. 08-1899-CD
:

CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

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

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

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

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

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

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

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

b. Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

(Address)

(Telephone Number)

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

Date: _____

Defendant: _____

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

Clearfield County Sheriff's Department
230 East Market St.
Clearfield, PA 16830
814-755-2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

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

UNIFUND CORPORATION
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
:
:
: CIVIL-LAW
:
: DOCKET NO. 08-1899-CD
:

WAIVER OF WATCHMAN

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

JEFFREY A. MUTH
3642 Shamokin Trail
Luthersburg, PA 15848

Dated this 28th day of May, 2011



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

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

UNIFUND CORPORATION
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
:
:
: CIVIL-LAW
:
: DOCKET NO. 08-1899-CD
:

AFFIDAVIT OF NON-MILITARY SERVICE

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

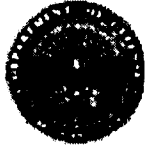
Dated this ^{28th} day of May, 2011



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

Department of Defense Manpower Data Center

Jun-24-2011 11:50:54



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
MUTH	JEFFREY	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

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

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

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

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

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:BCG19CNN20

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

UNIFUND CORPORATION	:	
Plaintiff	:	
	:	
vs.	:	CIVIL-LAW
	:	
JEFFREY A. MUTH,	:	DOCKET NO. 08-1899-CD
Defendant	:	

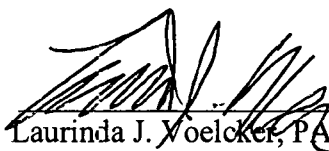
CERTIFICATION OF ADDRESSES

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

Plaintiff: UNIFUND CORPORATION
10625 Techwoods Circle
Cincinnati, OH 45242

Defendant: JEFFREY A. MUTH
3642 Shamokin Trail
Luthersburg, PA 15848

Respectfully Submitted,


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

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

UNIFUND CORPORATION
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
:
:
: CIVIL-LAW
:
: DOCKET NO. 08-1899-CD
:

WRIT OF EXECUTION
Personal Property Levy

Commonwealth of Pennsylvania
County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest, and costs against JEFFREY A. MUTH, levy on the personal property of the Defendant, who resides at 3642 Shamokin Trail, Luthersburg, PA 15848 in Clearfield County, defendant.

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

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishes and is enjoined as above states.

Amount Due:	\$ 12,198.61
Interest from 2/27/2009	\$ 1,402.48
Other:	\$ 7.00
Credits:	\$ 1,750.00
Costs to be added:	
Clerks Fee:	\$ 20.00
Sheriff:	\$ 200.00
Total:	\$ 12,078.09
	142.00 Prothonotary costs

Seal of the Court

By Prothonotary
William L. Shaw 7/1/11
Deputy

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

UNIFUND CORPORATION,
Plaintiff
vs.
JEFFREY A. MUTH,
Defendant

*
*
*
*
*

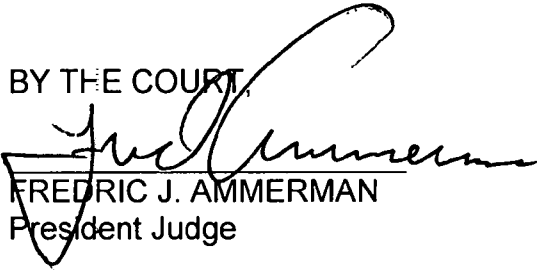
NO. 08-1899-CD

ORDER

NOW, this 27th day of July, 2011, it is the ORDER of this Court that a hearing on the Claim for Exemption filed by Jeffrey A. Muth be and is hereby scheduled for the 2nd day of September, 2011 at 3:00 p.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

JUL 28 2011

William A. Shaw
Promotory/Clerk of Courts

2CC Atty
Voelcker

ICC Def-
3642 Shamokin

Trail
Luthersburg, PA 15848

ICC Sheriff (without memo)

FILED

JUL 28 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/28/11

☐ 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:

DRP 7/21/2011 11:32 AM M

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIAUNIFUND CORPORATION
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

CIVIL-LAW

DOCKET NO. 08-1899-CD

COPY

CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

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

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

☐ (i) set aside in kind (specify property to be set aside in kind):☐ (ii) paid in cash following the sale of property levied upon

or

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

- SEE ATTACHED -

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

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

b. Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

(Address)

3642 Shamokin Trail (814) 590-7267

(Telephone Number)

Luthersburg, PA 15848

1 (b)

Vehicles levied are in payment status and therefore are not the sole property of the Defendant

2001 Ford F150 VINN#1ftrwo8141ke34769 (present lien holder is AmeriCredit, PO Box 78143, Phoenix AZ. 85062-8143 Phone: 1-877-994-9115) Vehicle is used for work purposes by Jeffrey Muth.

2008 Ford Escape VINN# 1fmcu93138b85151; titled to Jeffrey A. Muth and Darrell G. Spencer (present lien holder Ford PO Box 542000, Omaha, Nebraska 68154-8000 and/or Ford Credit, Box 220564, Pittsburgh, Pa. 15257-2564 Phone: 1-800-334-1161)

Defendant further claims exemption from any levy or lien against residence and/or personal property therein known as: 3642 Shamokin Trail, Luthersburg, PA 15848. Property held jointly with Defendant and his wife Penni Muth. Also on the Deed is the grandfather of Mrs. Muth, Darrell G. Spencer.

JRP 7/21/2011 11:32 AM M

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

Date: 7-26-11Defendant: Jeffrey A. Smith

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

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

— Co. Sec. —

7-26-11
DATE

[Signature]
Pearl Smith

DATE

[Signature]
Darrell G. Spencer

FILED 2008
012:4280 Voelcker
SEP 17 2011
William A. Shaw
Prothonotary/Clerk of Courts
100-Sheriff
(without memo)
100 Def.-
3642 Shamokin
Trail
Luthersburg, PA
15848
OK

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

UNIFUND CORPORATION

VS.

NO. 2008-1899-CD

JEFFREY A. MUTH

O R D E R

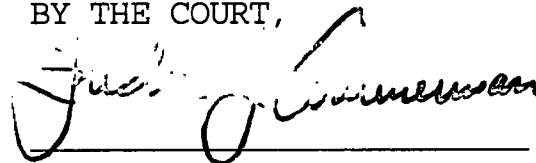
NOW this 2nd day of September, 2011, following hearing relative the Defendant's Claim for Exemption; it is the ORDER of this Court as follows:

1. Defendant's claim for the 2001 Ford F150 VIN No. 1FTRW08141KE34769 is hereby denied. The vehicle may not be exempt for sale whether it is or is not used for work purposes. The Court notes that in the event the present lien holder on the vehicle is AmeriCredit, that amounts due to AmeriCredit would have to be paid prior to amounts claimed to be owed by Remit Corporation.

2. In regard to the claim for the exemption of the 2008 Ford Escape, VIN No. 1FMCU93138B85151 titled jointly to Jeffrey A. Muth and Darryl G. Spencer, the Court, following further review, will issue an order on this claim for exemption.

3. The Defendant's claim for exemption from any lien against real property or personal property found therein is hereby denied as moot. According to the Defendants, the Plaintiff has not, to date, attempted to levy on the real property or any other personal property which may be contained therein.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Judge J. J. Newman", is written over a horizontal line.

President Judge

DATE: 9/7/11

You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

X Defendant(s) Defendant(s) Attorney

 Other parties:

William A Shaw
Probationary/Clerk of Courts

SEP 07 2011

FILED

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

UNIFUND CORPORATION,
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
:
:
: CIVIL-LAW
:
:

: DOCKET NO.: 08-1899-00
:

FILED

SEP 26 2011

William A. Shaw
Prothonotary/Clerk of Courts

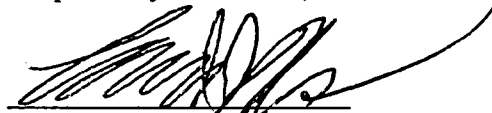
Pr \$7.00 Att
2CC Att
icc debt
(envelope provided)

PRAECIPE TO SATISFY JUDGMENT AGAINST DEFENDANT

To the Prothonotary:

Please mark the judgment against the Defendant, Jeffrey A. Muth, in the above referenced action as Satisfied.

Respectfully Submitted,



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

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

UNIFUND CORPORATION
Plaintiff

vs.

JEFFREY A. MUTH
Defendant

*
*
*
*
*

NO. 2008-1899-CD

ORDER

NOW, this 28th day of September, 2011, pursuant to paragraph two of this Court's Order of September 2, 2011 relative the 2008 Ford Escape titled jointly to Jeffrey A. Muth and Darrell G. Spencer; it is the ORDER of this Court that the Defendant's Claim for Exemption on his one-half interest is hereby DENIED. The Court notes that a creditor may collect from jointly held property, but only to the extent of the ownership interest of the judgment defendant. The interest of any other co-owner is immune from execution. Therefore, the Plaintiff may levy upon the Defendant's one-half ownership interest in the vehicle, but the Plaintiff is not legally permitted to sell the ownership interest belonging to Darrell G. Spencer.

FILED

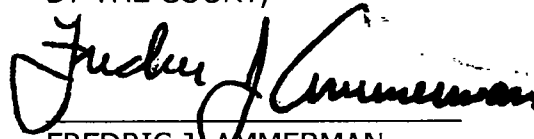
018:50064
SEP 29 2011

William A. Shaw
Prothonotary/Clerk of Courts

200 Atty Voelcher

100 Def-3642 Shamokin Trail
Luthersburg, PA 15848

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

SEP 29 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/29/11

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Officer

X Defendant(s) Defendant(s) Attorney

 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21361
NO: 08-1899-CD

PLAINTIFF: UNIFUND CORPORATION
vs.
DEFENDANT: JEFFREY A. MUTH
Execution PERSONAL PROPERTY

S
FILED
012:39/2011
FEB 01 2012
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

DATE RECEIVED WRIT: 7/1/2011

LEVY TAKEN 7/21/2011 @ 10:11 AM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/1/2012

DATE DEED FILED

PROPERTY ADDRESS 3642 SHAMOKIN TRAIL LUTHERSBURG, PA 15848 , PA

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$317.60

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2012

So Answers,

Chester A. Hawkins
Joy Cynthia Butler-Alphard
Chester A. Hawkins
Sheriff

UNIFUND CORPORATION

VS

JEFFREY A. MUTH

1 7/21/2011 @ 10:17 AM SERVED JEFFREY A. MUTH

SERVED JEFFREY A. MUTH, DEFENDANT, AT HIS RESIDENCE 2642 SHAMOKIN TRAIL, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PENNI MUTH, WIFE OF JEFFREY A. MUTH

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

@ SERVED

NOW, JULY 26, 2011 RECEIVED A CLAIM FOR EXEMPTION FROM JEFFREY A. MUTH.

@ SERVED

NOW, JULY 28, 2011 RECEIVED AN ORDER FOR A HEARING ON THE CLAIM FOR EXEMPTION ON SEPTEMBER 2, 2011. NOW, SEPTEMBER 7, 2011 RECEIVED AN ORDER OF COURT.

@ SERVED

NOW, OCTOBER 15, 2011 CALLED ATTY OFFICE WAS INFORMED THE ACCOUNT WAS PAID IN FULL. BILLED ATTY OFFICE FOR ADDITIONAL COSTS.

@ SERVED

NOW, FEBRUARY 1, 2012 RETURN WRIT AS DEFENDANT CURED THE DEFAULT, ACCOUNT WAS PAID IN FULL.

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

UNIFUND CORPORATION
Plaintiff

vs.

JEFFREY A. MUTH,
Defendant

:
:
:
: CIVIL-LAW
:
: DOCKET NO. 08-1899-CD
:

WRIT OF EXECUTION
Personal Property Levy

Commonwealth of Pennsylvania,
County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest, and costs against JEFFREY A. MUTH, levy on the personal property of the Defendant, who resides at 3642 Shamokin Trail, Luthersburg, PA 15848 in Clearfield County, defendant.

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

Amount Due:	\$	12,198.61	
Interest from 2/27/2009	\$	1,402.48	
Other:	\$	7.00	
Credits:	\$	1,750.00	
Costs to be added:			
Clerks Fee:	\$	20.00	
Sheriff:	\$	<u>200.00</u>	
Total:	\$	12,078.09	
		142.00	Prothonotary costs

By William L. [Signature] Prothonotary
Deputy Ben 7/1/11

Received this writ this 1st day
of July A.D. 2011
At 1:30 A.M. (P.M.)

Walter A. Hays
Sheriff Jay Cynthia Butler-Cyphel

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

UNIFUND CORPORATION,

Plaintiff

vs.

JEFFREY A. MUTH,

Defendant

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NO. 08-1899-CD

ORDER

NOW, this 27th day of July, 2011, it is the ORDER of this Court that a hearing on the Claim for Exemption filed by Jeffrey A. Muth be and is hereby scheduled for the 2nd day of September, 2011 at 3:00 p.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

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.

JUL 28 2011

Attest.

William L. Hines
Prothonotary/
Clerk of Courts

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

UNIFUND CORPORATION

VS.

JEFFREY A. MUTH

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NO. 2008-1899-CD

O R D E R

NOW this 2nd day of September, 2011, following hearing relative the Defendant's Claim for Exemption; it is the ORDER of this Court as follows:

1. Defendant's claim for the 2001 Ford F150 VIN No. 1FTRW08141KE34769 is hereby denied. The vehicle may not be exempt for sale whether it is or is not used for work purposes. The Court notes that in the event the present lien holder on the vehicle is AmeriCredit, that amounts due to AmeriCredit would have to be paid prior to amounts claimed to be owed by Remit Corporation.

2. In regard to the claim for the exemption of the 2008 Ford Escape, VIN No. 1FMCU93138B85151 titled jointly to Jeffrey A. Muth and Darryl G. Spencer, the Court, following further review, will issue an order on this claim for exemption.

3. The Defendant's claim for exemption from any lien against real property or personal property found therein is hereby denied as moot. According to the Defendants, the Plaintiff has not, to date, attempted to levy on the real property or any other personal property which may be contained therein.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

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

SEP 07 2011

Attest.

[Signature]
Prothonotary/
Clerk of C

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME JEFFREY A. MUTH

NO. 08-1899-CD

NOW, February 01, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Jeffrey A. Muth to public venue or outcry at which time and place I sold the same to REMIT CORPORATION he/she being the highest bidder, for the sum of \$12,198.61 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	18.87
LEVY	20.00
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	243.97
POSTAGE	1.76
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	12,198.61
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$317.60

DEBT-AMOUNT DUE	12,198.61
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	1,750.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,402.48
MISCELLANEOUS	7.00
TOTAL DEBT AND INTEREST	\$15,837.69

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	317.60
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$459.60
TOTAL COSTS	\$15,837.69

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

CHESTER A. HAWKINS, Sheriff