

08-2273-CD

Comm. Financial vs Shelby Rowles

08-02318

COMMONWEALTH OF PENNSYLVANIA

## NOTICE OF APPEAL

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

46<sup>th</sup>

COMMON PLEAS No.

08-2273CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>Commonwealth Financial Systems Inc</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-04</b>	
ADDRESS OF APPELLANT <b>120 N Keyser Ave</b>		CITY <b>Scranton</b>	STATE <b>PA</b>
DATE OF JUDGMENT <b>11/7/08</b>		ZIP CODE <b>18504</b>	
IN THE CASE OF (Plaintiff) <b>Commonwealth Financial Systems Inc</b>		(Defendant) <b>Shelby L Rowles</b>	
CLAIM NO. CV 19 <b>CV-178-08</b> LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <b>x [Signature]</b>	

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

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

Signature of Prothonotary or Deputy

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

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

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

Signature of appellant or his attorney or agent

RULE: To \_\_\_\_\_, appellee(s)  
Name of appellee(s)

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

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

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

Date: \_\_\_\_\_, 19 \_\_\_\_.

Signature of Prothonotary or Deputy

**FILED** Any pd. 95.00  
m11:21:01  
NOV 24 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC: Amy Ratchford  
Def.  
MDS Hawkins



08-02318

COMMONWEALTH OF PENNSYLVANIA

## NOTICE OF APPEAL

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

## DISTRICT JUSTICE JUDGMENT

46<sup>th</sup>

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ADDRESS OF APPELLANT <u>120 N Keyser Ave</u>	CITY <u>Scranton</u>	STATE <u>PA</u>	ZIP CODE <u>18504</u>
DATE OF JUDGMENT <u>11/7/08</u>	IN THE CASE OF (Plaintiff) <u>Commonwealth Financial Systems Inc</u>		(Defendant) <u>Shelby L Rowles</u>
CLAIM NO. CV 19 <u>CV-178-08</u> LT 19 _____	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <u>x [Signature]</u>		

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

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Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

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

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RULE: To \_\_\_\_\_, appellee(s)  
Name of appellee(s)

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

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

Date: \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
*Signature of affiant*

\_\_\_\_\_  
*Signature of official before whom affidavit was made*

\_\_\_\_\_  
*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-04**

MDJ Name: Hon.

**JAMES L. HAWKINS**

Address:

**251 SPRING ST**

**PO BOX 362**

**HOUTZDALE, PA**

Telephone:

**(814) 378-7160**

**16651-0362**

7295080/7298592 Law Firm  
**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**COMMONWEALTH FINANCIAL SYSTEMS INC**  
**120 N. KEYSER AVE**  
**SCRANTON, PA 18504**

VS.

DEFENDANT:

NAME and ADDRESS

**ROWLES, SHELBY L**  
**685 WM CEMETERY RD**  
**CURWENSVILLE, PA 16833**

**COMMONWEALTH FINANCIAL SYSTEMS INC**  
**120 N. KEYSER AVE**  
**SCRANTON, PA 18504**

Docket No.: **CV-0000178-08**

Date Filed: **10/09/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT** (Date of Judgment) **11/07/08**

☒ Judgment was entered for: (Name) **ROWLES, SHELBY L**

☒ Judgment was entered against: (Name) **COMMONWEALTH FINANCIAL SYSTEMS**  
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$	<b>.00</b>
Judgment Costs	\$	<b>.00</b>
Interest on Judgment	\$	<b>.00</b>
Attorney Fees	\$	<b>.00</b>
<b>Total</b>	\$	<b>.00</b>
Post Judgment Credits	\$	_____
Post Judgment Costs	\$	=====
<b>Certified Judgment Total</b>	\$	_____

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

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

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

**11-7-08** Date *James L. Hawkins*, Magisterial District Judge

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

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

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

SEAL

AOPC 315-07

**DATE PRINTED: 11/07/08 12:05:00 PM**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc  
120 N. Keyser Ave.  
Scranton PA 18504

Plaintiff

CIVIL ACTION

vs.

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Defendant

NO: 08-2273-CD

**NOTICE TO DEFEND**

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

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

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

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

3  
**FILED**  
m/11:21:07  
NOV 24 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
2cc  
Atty Patchford

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc       :  
120 N. Keyser Ave.                               :  
Scranton PA 18504                               :

Plaintiff       :

vs.       :

SHELBY L ROWLES                               :  
685 WM CEMETERY RD                           :  
CURWENSVILLE PA 16833                       :

Defendant       :

CIVIL ACTION

NO:

---

**COMPLAINT**

Plaintiff, Commonwealth Financial Systems, Inc, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Commonwealth Financial Systems, Inc, (hereinafter "Plaintiff") is a Pennsylvania corporation with a principal place of business located at 120 North Keyser Avenue Scranton, PA 18504.
2. The Defendant SHELBY L ROWLES (hereinafter "Defendant") is an adult individual residing at 685 WM CEMETERY RD CURWENSVILLE PA 16833.
3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.

**COUNT I**

**BREACH OF CONTRACT**

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



5. Defendant applied for and received a credit card issued by WACHOVIA NATL CONV with the account number 4325520000067246.

6. The within account was sold by WACHOVIA NATL CONV to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill of Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

7. On or about April 27, 2007 Plaintiff was assigned all rights to certain credit card accounts from Unifund, including the account opened by Defendant with account number 4325520000067246. (See, Bill of Sale, Affidavit, and Assignment attached hereto as Exhibit "B.")

8. Use of the WACHOVIA NATL CONV credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "C.")

9. Defendant used the WACHOVIA NATL CONV credit card account number 4325520000067246, for purchases, cash advances and/or balance transfers.

10. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card.

11. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

12. The account became delinquent on April 29, 2005 .

13. The principal amount was \$2,874.39 at the time it was received by Plaintiff.

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

15. The total amount due and owing the Plaintiff including interest, is \$3,481.64.

16. Pursuant to the terms of the Agreement, Defendant is liable to Plaintiff for court

costs and reasonable attorney's fees.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$6,825.70 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

## **COUNT II**

### **BREACH OF CONTRACT**

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

18. Defendant applied for and received a credit card issued by FIRST USA PLATINUM with the account number 5417126787170843.

19. The within account was sold by FIRST USA PLATINUM to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill of Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

20. On or about April 27, 2007 Plaintiff was assigned all rights to certain credit card accounts from Unifund, including the account opened by Defendant with account number 5417126787170843. (See, Bill of Sale, Affidavit, and Assignment attached hereto as Exhibit "B.")

21. Use of the FIRST USA PLATINUM credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "C.")

22. Defendant used the FIRST USA PLATINUM credit card account number 5417126787170843, for purchases, cash advances and/or balance transfers.

23. The Defendant was mailed account statements relative to the Defendant's use of the

subject credit card.

24. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

25. The account became delinquent on April 29, 2005 .

26. The principal amount was \$2,760.80 at the time it was received by Plaintiff.

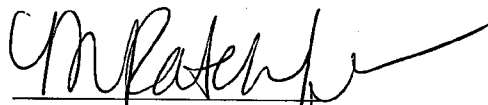
27. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 6%.

28. The total amount due and owing the Plaintiff including interest, is \$3,344.06.

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

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$6,825.70 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,



Edwin A. Abrahamsen & Assoc.

Michael F. Ratchford, Esquire

Heather K. Woodruff, Esquire

Attorney I.D. Nos.: 86285/207805

1729 Pittston Avenue

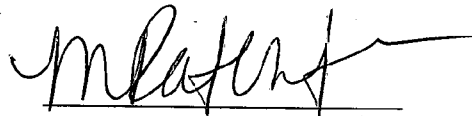
Scranton, PA 18505

mratchford@eaa-law.com

hwoodruff@eaa-law.com

**VERIFICATION**

I, Michael F. Ratchford, attorney for Plaintiff, Commonwealth Financial Systems, Inc, am fully familiar with the facts set forth in the within Complaint and am authorized to make this Verification on behalf of Plaintiff. I Verify that the facts set forth in the within allegations are true and correct to the best of my knowledge, knowing that any false statements are punishable by law pursuant to 18 C.S.A. 4904.

  
Michael F. Ratchford, Esquire

## EXHIBIT A

## BILL OF SALE

Chase Manhattan Bank USA, N.A. (as successor through merger with Bank One, Delaware, N.A.) ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated October 26, 2004 between Seller and Unifund CCR Partners ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Cut-off Date of May 20, 2005, all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on May 26, 2005 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

JPMorgan Chase Bank  
ABA #021000021  
Beneficiary Name: Chase Manhattan Bank USA, N.A.  
Beneficiary Account: #304-256420

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Chase Manhattan Bank USA, N.A.

By: [Signature]

Date: May 23, 2005

Title: Vice President

Unifund CCR Partners

By: [Signature]

Date: 5/23/05

Title: General Partner

# unifund

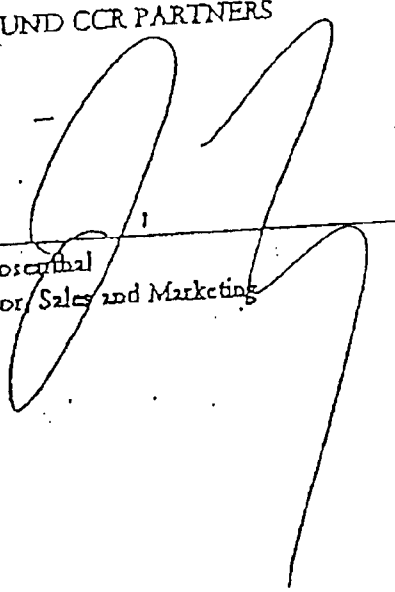
Unifund CCR Partners

## BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of January 26, 2007 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clear of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or other except to the extent stated in the Agreement.

Executed on January 26, 2007.

UNIFUND CCR PARTNERS

By   
Joel Rosenthal  
Director, Sales and Marketing

For Unifund Use ONLY

Client #	PID	CID #

# Cardmember Agreement



## Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

**Definitions:** In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

**Using Your Account:** You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

**Obligations On Your Account:** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

**Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

**Minimum Monthly Payment:** If the New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

**Finance Charges:** There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. Current Cycle Purchases and Cash Advances. We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances



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

**2. Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

**Other Interest Charges:** In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

**Annual Membership Fee** — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

**Late Fee** — If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

**Return Check Fee** — If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

**Overlimit Fee** — We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

**Administrative Fees** — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

**Default/Collection Costs:** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

**Arbitration:** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.narb-forum.com](http://www.narb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interest for contractual debts now or hereafter owed by either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE

Arbitration

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

**Termination:** We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

**Notices:** We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

**Foreign Currency Transactions:** Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

**Skip/Promotional Features:** From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

**Change in this Agreement:** We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

**Credit Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

**Sharing Information with Affiliated Companies:** We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., FCRA Opt Out, P.O. Box 8865, Wilmington, DE 19899-8865. Please include your name, address and account number with your request.

**Cardmember Lists:** From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

**Phone Calls:** In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**Refusal To Honor Cards:** We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Irregular Payments And Delay In Enforcement:** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

**Liability For Unauthorized Use Of Your Account:** If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

**Assignment:** We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

**GOVERNING LAW:** THIS AGREEMENT AND YOUR ACCOUNT WILL BE COVERED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

**Inquiries Or Questions:** You may address any inquiries or questions which you have about your Account to First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-677-7101. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

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

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

**Notify Us In Case Of Errors Or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

**Your Rights And Our Responsibilities After We Receive Your Written Notice**

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

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

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

**Special Rule For Credit Card Purchases**

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

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

**FIRST USA®**

**EXHIBIT A-1**

**BILL OF SALE**

Chase Manhattan Bank USA, N.A. (as successor through merger with Bank One, Delaware, N.A.) ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated October 26, 2004 between Seller and Unifund CCR Partners ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Cut-off Date of May 20, 2005, all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in **Exhibit 1** attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on May 26, 2005 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

**JPMorgan Chase Bank**  
**ABA #021000021**  
**Beneficiary Name: Chase Manhattan Bank USA, N.A.**  
**Beneficiary Account: #304-256420**

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

**Chase Manhattan Bank USA, N.A.**

By: 

Date: May 23, 2005

Title: Vice President

**Unifund CCR Partners**

By: 

Date: 5/23/05

Title: General Partner

unifund

Exhibit B-1

# unifund

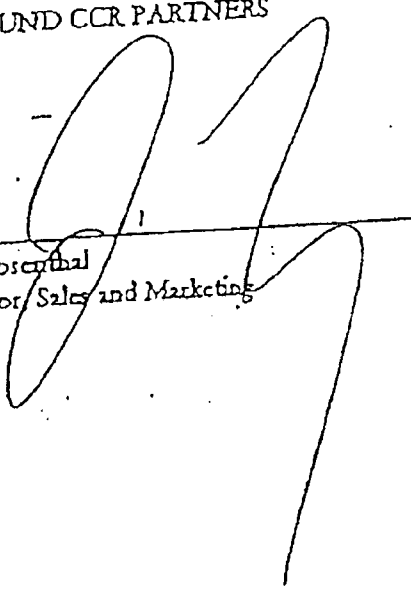
Unifund CCR Partners

## BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth File Systems, Inc. ("Purchaser"), dated as of January 26, 2007 (the "Agreement"), does hereby sell and transfer to Purchaser all of its good and marketable title, free and clear of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectability, or other except to the extent stated in the Agreement.

Executed on January 26, 2007.

UNIFUND CCR PARTNERS

By   
Joel Rosenthal  
Director, Sales and Marketing

For Unifund Use ONLY

Client #	PID	CID #

# Cardmember Agreement



## Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

**Definitions:** In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

**Using Your Account:** You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

**Obligations On Your Account:** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

**Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

**Minimum Monthly Payment:** If the New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

**Finance Charges:** There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. Current Cycle Purchases and Cash Advances. We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances

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

**2. Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

**Other Interest Charges:** In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

**Annual Membership Fee** — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

**Late Fee** — If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

**Return Check Fee** — If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

**Overlimit Fee** — We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

**Administrative Fees** — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However, if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

**Default/Collection Costs:** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

**Arbitration:** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interest for contractual debts now or hereafter owed by either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE

Arbitration



HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

**Termination:** We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning balloons) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

**Notices:** We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

**Foreign Currency Transactions:** Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

**Skip/Promotional Features:** From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

**Change in this Agreement:** We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

**Credit Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

**Sharing Information with Affiliated Companies:** We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., POA Opt Out, P.O. Box 8865, Wilmington, DE 19899-8865. Please include your name, address and account number with your request.

**Cardmember Lists:** From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

**Phone Calls:** In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**Refusal To Honor Card:** We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Irregular Payments And Delay In Enforcement:** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

**Liability For Unauthorized Use Of Your Account:** If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

**Assignment:** We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

**GOVERNING LAW:** THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

**Inquiries Or Questions:** You may address any inquiries or questions which you have about your Account to: First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-677-7101. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

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

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

**Notify Us In Case Of Errors Or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

**Your Rights And Our Responsibilities After We Receive Your Written Notice**

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

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

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

**Special Rule For Credit Card Purchases**

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

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

**FIRST USA.**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-04**  
MDJ Name: Hon. **JAMES L. HAWKINS**  
Address: **251 SPRING ST**  
**PO BOX 362**  
**HOUTZDALE, PA**  
Telephone: **(814) 378-7160** **16651-0362**

**JAMES L. HAWKINS**  
**251 SPRING ST**  
**PO BOX 362**  
**HOUTZDALE, PA 16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**COMMONWEALTH FINANCIAL SYSTEMS INC**  
**120 N. KEYSER AVE**  
**SCRANTON, PA 18504**

VS.  
DEFENDANT: NAME and ADDRESS  
**ROWLES, SHELBY L**  
**685 WM CEMETERY RD**  
**CURWENSVILLE, PA 16833**

Docket No.: **CV-0000178-08**  
Date Filed: **10/09/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT** (Date of Judgment) **11/07/08**

☒ Judgment was entered for: (Name) **ROWLES, SHELBY L**

☒ Judgment was entered against: (Name) **COMMONWEALTH FINANCIAL SYSTEMS**  
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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

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

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

**FILED**  
**DEC 01 2008**  
William A. Shaw  
Prothonotary/Clerk of Courts

**11-7-08** Date *James L. Hawkins*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**11-25-08** Date *James L. Hawkins*, Magisterial District Judge

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

SEAL

AOPC 315-07

DATE PRINTED: **11/07/08 12:05:00 PM**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL  
SYSTEMS  
INC

Plaintiff

vs.

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Defendant

CIVIL DIVISION

NO: 08-2273-CD

FILED

SEP 29 2011

William A. Shaw  
Prothonotary/Clerk of Courts

pd \$20.00 Att  
icc + notice to  
def + Att

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

**TO THE CLERK OF JUDICIAL RECORDS:**

Kindly enter judgment by default for failure to respond to Plaintiff's Complaint in the amount of \$6,825.70. Notice of the intent to file a default judgment was served upon the Defendant on June 24, 2011. A copy of the Notice of Intent to Take Default Judgment is attached hereto and marked Exhibit "A."

Edwin A. Abrahamsen & Associates, P.C.

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

JUDGMENT

AND NOW, this 29th day of September, 2011, Judgment is hereby entered in favor of the Plaintiff, COMMONWEALTH FINANCIAL SYSTEMS INC and against the Defendant, SHELBY L ROWLES in the amount of \$6,825.70 for failure to respond to Plaintiff's Complaint.

PROTHONOTARY

*William A. Shaw*

um  
J.



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL  
SYSTEMS  
INC

Plaintiff

vs.

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Defendant

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: CIVIL DIVISION  
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: NO: 08-2273-CD  
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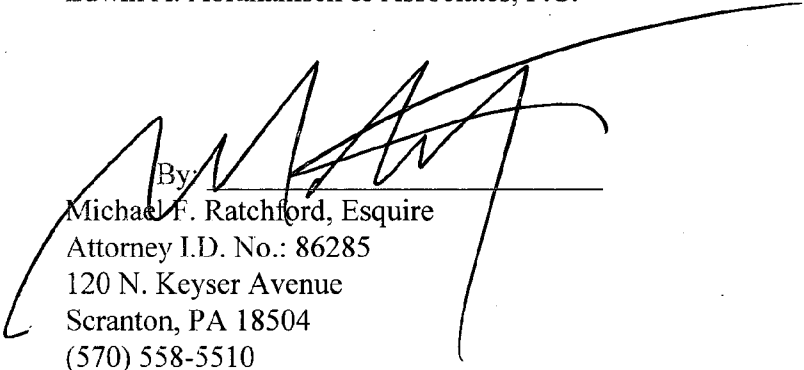
**CERTIFICATE OF SERVICE**

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

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Edwin A. Abrahamsen & Associates, P.C.

Date: September 7, 2011

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

COMMONWEALTH FINANCIAL SYSTEMS  
INC

Plaintiff

vs.

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Defendant

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

NO: 08-2273-CD

### NOTICE OF FILING JUDGMENT

Notice is hereby given that a money judgment in the above-captioned matter has been entered against you in the amount of \$ 6825.70 on September 29, 2011.

By:



um

Prothonotary

If you have any questions regarding this notice, please contact the filing party:

Edwin A. Abrahamsen & Associates  
120 N. Keyser Avenue  
Scranton, PA 18504

Telephone: (570)-558-5510

(Notice is given in accordance with PA Supreme Court Rule of Civil Procedure No. 236)

COMMONWEALTH FINANCIAL SYSTEMS  
INC

Plaintiff

vs.

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Defendant

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

NO: 08-2273-CD

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

State of Pennsylvania  
County of CLEARFIELD SS:

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

That the defendant(s): SHELBY L ROWLES is(are) older than eighteen years of age;

That the employment status of the defendant(s): SHELBY L ROWLES is(are) unknown.

  
Michael F. Ratchford, Esquire

Subscribed before me this 10<sup>th</sup> day of September 20 11

  
Notary Public

NOTARIAL SEAL  
LEE PERRICONE  
Notary Public  
SCRANTON CITY, LACKAWANNA COUNTY  
My Commission Expires Apr 2, 2014



EDWIN A. ABRAHAMSEN  
MICHAEL F. RATCHFORD  
HEATHER K. WOODRUFF  
\* ALSO A MEMBER OF FL BAR

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

June 24, 2011

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

**Re: COMMONWEALTH FINANCIAL SYSTEMS INC v. SHELBY L  
ROWLES**

*CLEARFIELD County Civil Action No.: 08-2273-CD*  
Our file No.: 08-02318/CW

Dear SHELBY L ROWLES:

Enclosed please find the Ten Day Notice of Intent to Take Default in regard to the above-noted matter. Please act accordingly.

If you have any questions or wish to discuss your outstanding account, please contact me at (570) 558-5510.

Edwin A. Abrahamsen & Associates,

Kevin J. Cummings, Esquire

Enclosure

This is a communication from a debt collector in an attempt to collect a debt. Any information will be used for that purpose.



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL :  
SYSTEMS : CIVIL ACTION  
INC :

Plaintiff :

vs. :

NO: 08-2273-CD

SHELBY L ROWLES :

Defendant :

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**TEN DAY NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT**

To: SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Date of Notice: June 24, 2011

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL	:	
SYSTEMS	:	CIVIL ACTION
INC	:	
	:	
Plaintiff	:	
	:	
vs.	:	NO: <u>08-2273-CD</u>
	:	
SHELBY L ROWLES	:	
	:	
Defendant	:	
	:	

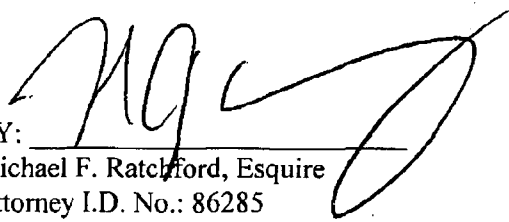
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**CERIFICATE OF SERVICE**

I, Michael F. Ratchford, Esquire, hereby certify that on June 24, 2011 I served a copy of the Ten Day Notice of Intent to Take Default in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

SHELBY L ROWLES  
685 WM CEMETERY RD  
CURWENSVILLE PA 16833

Edwin A. Abrahamsen & Associates, P.C.

BY:   
Michael F. Ratchford, Esquire  
Attorney I.D. No.: 86285  
Kevin J. Cummings, Esquire  
Attorney I.D. No.: 209660  
120 N Keyser Avenue  
Scranton, PA 18504  
(570) 558-5510

Department of Defense Manpower Data Center

Sep-20-2011 07:38:19



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
ROWLES	SHELBY L	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*

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 "defenselink.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:MGF6J3D4V7