

NOTICE OF COURT ACTION TO COLLECT DEBT

(O.R.C. 2716.02)

Date of Mailing or Service _____

To: _____
(Name of Debtor)

(Residence Address of Debtor)

You owe the undersigned _____
(Name of Creditor)

\$_____, for which a judgment was obtained against you in the _____

_____ Court on _____, payment of which is hereby demanded.

If you do not, do one of the three things listed below within fifteen days of the date of the mailing of this notice or of its service by the court we will go to court, unless we are otherwise precluded by law from doing so, and ask that your employer be ordered to withhold money from your earnings and pay it to the court to satisfy your debt. This is called garnishment of personal earnings.

It is to your advantage to avoid it because the placing of the extra burden on your employer possibly could cause you to lose your job.

YOU CAN AVOID THE GARNISHMENT BY DOING ONE OF THESE THREE THINGS WITHIN THE FIFTEEN DAY PERIOD:

- (1) Pay to us the amount due;
- (2) Complete the attached form entitled "Payment to Avoid Garnishment" and return it to us with the payment, if any, shown due on it; or
- (3) Apply to your local municipal or county court or, if you are not a resident of Ohio, to the municipal or county court in whose jurisdiction your place of employment is located, for the appointment of a trustee to receive the part of your earnings that is not exempt from garnishment, and notify us that you have applied for the appointment of a trustee. You will be required to list your creditors, and the amount you will then pay to your trustee each payday will be divided among them until the debts are paid off. This can be to your advantage because in the meantime none of those creditors can garnish your wages.

You also may contact a consumer credit counseling service described in Division (D) of Section 2715.11 of the Revised Code for the purpose of entering into an agreement for debt scheduling. There may not be enough time to set up an agreement in order to avoid a garnishment of your wages based upon this demand for payment, but entering into such an agreement might protect you from future garnishments of your wages. Under such an agreement, you will have to regularly pay a portion of your income to the service until the debts subject to the agreement are paid off. This portion of your income will be paid by the service to your creditors who are owed debts subject to the agreement. This can be to your advantage because these creditors cannot garnish your wages while you make your payments to the service on time.

(Name of Creditor)

(Signature of Creditor or His Agent)

(Address of Creditor)