

California Community Credit Union
AFFIDAVIT
Share Draft/Bill Pay Draft **Stop Payment Notice**

Member Name: _____ Account Number: _____

Home Phone#: (_____) _____ Cell Phone#: (_____) _____

Work Phone#: (_____) _____ e-mail address: _____

SHARE DRAFT/Bill Pay Draft:

Request that you stop payment on check #(s) _____ dated _____ in the amount of

\$ _____, payable to _____.

Reason for Stop payment request: _____.

I warrant that the item description, including the date and the item number are correct. If I give the credit union the incorrect information, the credit union will not be responsible for failing to stop payment on the item.

If this notice involves a Post dated Item, as indicated above, I hereby request the Credit Union to Stop Payment on the share draft if presented for payment prior to the date of the Item.

I understand that there is a fee of **\$26.00** per item or range stop.

I certify that:

1.) I am the drawer, remitter or payee of the item. 2.) I can not reasonably obtain possession of the item because the item was destroyed, its whereabouts can not be determined, or it is in the wrongful possession of an unknown person or person that can not be found or is not amenable to service of process. 3.) The item was not properly endorsed by all parties at the time of the loss/theft. 4.) The loss was not the result of a transfer by me or a lawful seizure. 5.) I will not negotiate the item and, if found, will void the item and return the item to California Community Credit Union. (If the item is processed in error, I agree to hold California Community Credit Union harmless for non-payment of the item.) 6.) I agree to indemnify and hold California Community Credit Union harmless against any and all loss, damage, claim, liability or expense (including attorney's fees) for which California Community Credit Union may become liable as a result of your compliance with my stop payment request.

RE: ACH Presentment I the under signed:

A.) Represent and warrant to the credit union that I have no information or belief that any holder of the subject item has attempted or will attempt, to effect payment of same by electronic presentment, re-presentment or return procedures through an Automated Clearing House (ACH); and B.) Acknowledge, understand and agree that, should any holder of the subject item attempt to obtain payment of same by electronic presentment, re-presentment or return procedures through an Automated Clearing House (ACH), the Credit Union will be unable to, and *will have no obligation or duty to*, stop such payment; and will be unaware, and have no obligation to become aware, of such payment, unless advised of that payment by me; and C.) Further acknowledge, understand and agree that, should any holder of the subject item actually obtain payment of same by electronic presentment, re-presentment or return procedures through an Automated Clearing House (ACH) the credit union's sole obligation to me will be to use its reasonable efforts, with my full cooperation, to obtain a return of such payment, but without warranty.

I understand that this Order must be signed to be effective in any respect, and that it will remain in effect for a period of not more than six (6) months unless renewed in writing for an additional period of not more than six (6) months. I declare, **under penalty of perjury**, that the above is accurate and correct to the best of my knowledge.

X _____
Member Signature

Date

Primary member signatures may be verified with the Credit Union signature card or valid picture identification. If unable to verify signature or it does not match that on file we may require signatures must be notarized or witnessed by an employee of California Community Credit Union.

For Office Use Only:

Verified not cleared on system: _____ (Initials)

Date Stop placed on system _____

Accepted and Processed by _____

Time: _____

Rev. 09-01-2018