

05-394-CD
Cavalry Portfolio et al v. Beverly Shicklin

2005-394-CD
Cavalry Portfolio et al v. Beverly Shicklin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100324
NO: 05-394-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES LLC
vs.
DEFENDANT: BEVERLY J. SCHICKLING

SHERIFF RETURN

NOW, March 28, 2005 AT 8:43 AM SERVED THE WITHIN COMPLAINT ON BEVERLY J. SCHICKLING DEFENDANT AT SHFF. OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BEVERLY SCHICKLING, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	8314	10.00
SHERIFF HAWKINS	GORDON	8314	21.00

6th FILED
03:30 APR 21 2005

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

*Chester A. Hawkins
by Marilyn Hause*
Chester A. Hawkins
Sheriff

2013263

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF
DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

(ESD)

FILED *Amypd*
m/11/13 6/185.00
MAR 21 2005 *cc* *cc* *cc*
cc *cc* *cc*

William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services LLC
as assignee of Cavalry
Investments, LLC, as assignee
of Midfirst Bank as assignee
of US Bank/Amway Visa
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-394-CD

Beverly J. Shickling
306 Turnpike Avenue
Clearfield PA 16830

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT 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.

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

COMPLAINT IN CIVIL-ACTION

1. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

2. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

3. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account is attached hereto as Exhibit "A".

4. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$4,838.90.

5. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$4,838.90 but the defendant(s) has failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$4,838.90 at the rate of 9.75% from the date of November 7, 2002,

together with costs and attorney fees.

GORDON & WEINBERG, P.C.

BY: 

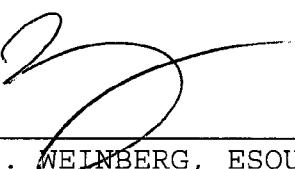
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

P01E

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.



FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

CLASSIC VISA®, VISA GOLD, MASTERCARD®, AND GOLD MASTERCARD AGREEMENT

This Agreement ("Agreement") is between United States National Bank of Oregon (herein referred to as "we," "our," and "us") and you. For purposes of the Agreement, "you" means each applicant to whom our Classic Visa, Visa Gold, MasterCard, or Gold MasterCard card (the "Bank Card" or "Bank Cards") is issued and each person using or authorizing another to use the Bank Card or Bank Card account (the "Credit Account"). You agree to comply in all respects with the terms of this Agreement.

This Agreement contains the account agreement that governs the Bank Cards and the Credit Account and also contains "Disclosures Made Pursuant to Truth-in-Lending Act." This Agreement supersedes any prior agreements and disclosures which may have been furnished to you pertaining to the Bank Card or Credit Account.

ACCOUNT AGREEMENT

1. Payment of Amount of Credit

You shall pay to us the amount of all credit extended on the basis of the Bank Card or the Credit Account. This credit includes (a) credit for purchases of merchandise and services and (b) cash advances from the Credit Account, extended on the basis of the Bank Card, automatic cash transfer (ACT®) transactions, convenience checks, use of a UBANK® machine or other automated teller machine ("ATM") that does not bear the UBANK name that is shared by us with other members of ATM networks, or otherwise.

2. Payment of Other Costs and Charges

You shall pay all finance charges, late charges, annual fees, over-limit charges, attorney fees, and other fees, costs, and charges described in the Agreement.

3. Lost or Stolen Cards or Convenience Checks

You shall notify us promptly of loss or theft of the Bank Card or convenience checks or any unauthorized use of the Credit Account. Notice should be provided to us by phone at 1-800-445-9934 or in writing to us at P.O. Box 4342, Portland, Oregon 97208.

*UBANK and ACT are registered service marks of U.S. Bancorp.



United States National Bank of Oregon
Member FDIC

82-7524 1/97
M-13593

BR - CA, ID, NV, UT, WA

1.

4. Cancellation of Credit Account

The Bank Card is our property, and we may without liability or notice to you revoke or cancel all or any part of the privileges related to extensions of credit on the basis of the Bank Card, convenience checks, or the Credit Account. You will surrender the Bank Card to us upon our demand and will surrender the Bank Card to any participating Bank Card merchant or bank upon its demand. To terminate the Credit Account and limit your liability for future transactions by persons who either were joint applicants for the Bank Card or were at any time authorized in any manner to use the Bank Card or the Credit Account, you must return to us all outstanding Bank Cards issued.

5. Failure to Extend Credit

Neither we nor any other bank shall be liable for failure to extend credit on the basis of the Bank Card, the convenience checks, or the Credit Account. No Bank Card merchant shall be liable for failure to honor the Bank Card, the convenience checks, or the Credit Account.

6. Annual Fees

The annual fees are nonrefundable charges that must be paid annually by you as long as your Credit Account is open. See the "Disclosures Made Pursuant to Truth-in-Lending Act" below for additional information on the annual fees.

7. Credit Limit

The credit limit established for you is for the total of all Credit Account charges, which include, without limitation, charges for purchases, cash advances, ACT transactions, credit extended by use of ATMs, and all other charges, fees, and costs charged to the Credit Account. We may, but need not, complete or authorize Bank Card, ACT, cash advance, ATM, or other transactions on the Credit Account that would cause your total Credit Account balance to exceed that credit limit. See the "Disclosures Made Pursuant to Truth-in-Lending Act" below for information on the over-limit charge that will be charged to the Credit Account if your credit limit is exceeded.

8. ATM Use

a. You may use your Bank Card to obtain cash from your Credit Account of up to \$300 per day at ATMs. For purposes of determining whether the \$300-per-day

limit has been reached, transactions at ATMs completed at or after 3 p.m. on any day, including Saturdays, Sundays, and holidays, will be considered to have been made on the following day. ATM cash transactions may be made only up to the unused portion of your credit limit, and the amount of each transaction will be a cash advance from your Credit Account.

b. You must keep in strict confidence the assigned personal identification number ("PIN"). ATM privileges may be canceled by us even though the Credit Account or related privileges are not canceled.

9. Payments

The following provisions govern the computation, amount, and timing of your payments on your Credit Account:

a. You may at any time pay the entire "New Balance" shown on your periodic statement, but each month you must pay us at least the "Minimum Payment Due" shown on the statement. The "Minimum Payment Due" is the sum of the "Current Due" and any "Past Due Amount" shown on the periodic statement. If the "New Balance," less the "Past Due Amount," is less than \$10, the "Minimum Payment Due" is the full amount of the "New Balance" shown on the periodic statement. If the "New Balance," less the "Past Due Amount," is \$10 or more, we compute the "Current Due" amount as the greater of \$10 or 3% of the difference between the "New Balance" and the "Past Due Amount." The "Current Due" amount is then rounded to the next higher dollar. We reserve the right to require your payment by the "Payment Due Date" of any amounts exceeding your credit limit in addition to the "Minimum Payment Due."

b. Payments on your Credit Account should be mailed to the address shown on your periodic statement and will be credited as of the date received if received at that address by 7 a.m. on a business day. Payments received after that time at that address will be credited on the next business day. Payments delivered or mailed to our other business locations may not be credited until up to five days after they are received. Our posting of any payment on your Credit Account is provisional subject to final payment by the institution on which the payment is drawn.

10. Liability for Collection Costs

Whether or not litigation is instituted to collect amounts owed on the Credit Account, you shall be liable for all reasonable collection costs, including reasonable attorney fees at trial and on appeal or review.

11. Overdraft Protection Privileges

If you apply for and are granted ACT privileges linking your Credit Account and a designated checking account, this section shall be a part of the Agreement:

- a. You authorize us to complete ACT transactions (i.e., make automatic cash transfers) from your Credit Account to your designated checking account of such amounts as may be necessary to prevent the checking account from being overdrawn. The amount of each ACT transaction will be a cash advance from your Credit Account.
- b. ACT transactions from your Credit Account to your designated checking account will be subject to daily or other overdraft, withdrawal, and ACT limitations which may change from time to time.
- c. ACT transactions may be made by us in multiples of \$25 regardless of the amount of the overdraft and will be made only up to the unused portion of your credit limit.
- d. ACT privileges may be canceled by us even though the Credit Account or related privileges are not canceled.

12. Convenience Checks

- a. If we provide convenience checks to you, you may use the convenience checks we furnish you to purchase merchandise or services in amounts up to the unused portion of the credit limit on your Credit Account.
- b. The amount of each convenience check will be a cash advance from the Credit Account, for which we will charge you a cash advance fee on the date it is presented to us for payment. Convenience checks can be used like ordinary checks, but cannot be used to make any payments on the Credit Account.
- c. We reserve the right to discontinue the convenience check service and your use of convenience checks at any time without canceling your Credit Account or related privileges.
- d. You will pay Return Convenience check charges and stop payment charges set forth in the "Disclosures Made Pursuant to Truth-in-Lending Act" below.

e. We will not return your canceled convenience checks. Rather, our Check Safekeeping service will apply and canceled convenience checks will be microfilmed by us and the microfilm record will be retained by us for seven years. Processed convenience checks are made available to you on the date the statement is mailed to you. You are responsible for examining each statement and reporting any irregularities to us. The statement will be considered correct and we will not be responsible for any forged, altered or unauthorized convenience check if: (1) you fail to notify us within sixty (60) days of the mailing date of the statement and availability of convenience checks containing any forgery, alteration, or unauthorized signature on the check; or (2) any convenience checks are forged or altered in a manner not detectable by a reasonable person. You agree that our retention of convenience checks does not alter or waive your responsibility to examine your statements and convenience check copies or the time limit for notifying us of any errors.

f. You authorize us to accept and pay a convenience check, even if the check is presented for payment before its date, unless you notify us of the postdating. Your notice will be effective only if we receive the notice at P.O. Box 4342, Portland, Oregon 97208 (telephone 1-800-445-9934) in time for us to reasonably act upon the notice and you to accurately describe the convenience check, including the number, date, and amount. You understand that the exact information is necessary for the Bank's computer to identify the convenience check. If you give us an incorrect, incomplete, or untimely notice, we will not be responsible for payment of the convenience check before the date stated and we may charge your account as of the date we pay the check. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months.

g. Except as modified in the Agreement, the Uniform Commercial Code and other applicable laws and rules that apply to regular checks shall apply to convenience checks.

13. Group Credit Life, Disability, and Unemployment Insurance

If you apply for credit life, credit disability, and involuntary unemployment credit insurance and are accepted, the insurance will be in effect as of the first day of the billing cycle in which you are accepted. The monthly premium will be charged to your Credit Account each month as a purchase, so long as the insurance is not canceled. The premium for each monthly billing cycle in which the insurance is in effect shall be disclosed in the insurance application we give you. You may cancel the insurance at any time by giving us written notice at P.O. Box 4342, Portland, Oregon 97208. We may cancel the insurance or may change the premium, the insurance company, or the coverage by giving written notice to you. Credit life, credit disability, and involuntary unemployment credit insurance is not required, but is available to eligible accountholders who wish to have it.

14. Acceleration

Any claim we have against you related to extensions of credit on the basis of the Bank Card, the convenience checks, or the Credit Account shall at our option become immediately due and payable without prior notice if you fail to perform any of the terms of the Agreement or fail to make payments in accordance with the terms of the Agreement. We may delay enforcing any right under this Agreement without losing our ability to enforce that right or any other right in the future. Regardless of any security documents which you may have delivered to us, we shall have no security of any kind to secure any indebtedness on the Credit Account.

15. Change of Terms

WE MAY CHANGE ANY OF THE RATES, FEES, OR OTHER TERMS APPLICABLE TO YOUR CREDIT ACCOUNT AT ANY TIME BY MAILING WRITTEN NOTICE TO YOU AT LEAST 21 DAYS BEFORE THE EFFECTIVE DATE OF THE CHANGE. CHANGES OF TERMS WILL APPLY TO ALL BALANCES OUTSTANDING AT THE TIME THE CHANGES ARE EFFECTIVE, AS WELL AS TO NEW AND FUTURE TRANSACTIONS, ADVANCES, AND BALANCES.

16. Foreign Currency

If you have transactions on your Credit Account in a currency other than U.S. Dollars, Visa USA, Inc., or

MasterCard International Incorporated, as the case may be, will use its currency conversion procedure then in effect and such transactions will be billed on your periodic statement converted to U.S. Dollars. As of June 1994, the currency conversion procedure used by Visa USA, Inc., and MasterCard International Incorporated involved use of the government-mandated exchange rate or, if no government-mandated exchange rate exists in the country in which the transaction occurs, the wholesale market rate in effect one day prior to the processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. Please write to us at P.O. Box 4342, Portland, Oregon 97208, if you want further information about the currency conversion procedure now in effect.

17. Governing Law

Except to the extent federal law may apply, the Agreement and your Credit Account shall be governed by and interpreted in accordance with the laws of the State of Oregon, whether or not you live in Oregon.

DISCLOSURES MADE PURSUANT TO TRUTH-IN-LENDING ACT

1. Conditions Under Which a Finance Charge May Be Imposed

a. Cash Advances

Finance charges are charged to the Credit Account on each cash advance as soon as the cash advance is posted to your Credit Account.

b. Purchases

No finance charges are charged on purchases if we receive payments and credits sufficient to pay your "New Balance" each billing cycle by the Payment Due Date shown on your billing statement, which will be not less than 20 days following the Statement Closing Date. This closing date occurs monthly and is shown on each monthly periodic statement. Finance charges are charged on each purchase as soon as the purchase is posted to your Credit Account if the "New Balance" is not paid in full by the Payment Due Date each billing cycle, for example:

- (1) No finance charges are charged in the current billing cycle on purchases if payments and credits sufficient to pay the "New Balance" for the previous billing cycle were received by the Payment Due Date for the previous billing cycle; and
- (2) Even if the "New Balance" for the previous billing cycle was not so paid, if payments and credits sufficient to pay the "New Balance" for the current billing cycle are received by the Payment Due Date for the current billing cycle, no additional finance charges are charged in the next billing cycle on purchases.

2. Determination of Balance on Which Periodic Finance Charges May Be Computed

We figure a portion of the finance charge on your Credit Account by applying the periodic rate to the average daily balances of purchases and cash advances of your Credit Account (including current transactions):

a. Balance of Purchases

To get the average daily balance of purchases, we take the beginning balance of purchases of your Credit Account each day, add any new purchases, and subtract any payments or credits applied to purchases. This gives us the daily balance of purchases. Then, we add up all the daily balances of purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases. The average daily balance of purchases for the billing cycle is considered to be zero, however, if payments and credits sufficient to pay the "New Balance" for the previous billing cycle (as shown on the face of the periodic statement) were received by the Payment Due Date shown on that statement.

b. Balance of Cash Advances

To get the average daily balance of cash advances, we take the beginning balance of cash advances of your Credit Account each day, add any new cash advances, and subtract any payments or credits applied to cash advances. This gives us the daily balance of cash advances. Then we add up all the daily balances of cash advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

3. Method of Determining Amount of Finance Charge

a. Purchases

The only finance charges that apply to purchases are periodic finance charges, which we compute by multiplying the average daily balance of purchases for the billing cycle by the periodic rate shown on the face of the periodic statement for that billing cycle and then by multiplying the result by the number of days in the billing cycle.

b. Cash Advances

There are two types of FINANCE CHARGES that apply to cash advances:

- (1) A cash advance fee (FINANCE CHARGE) of 3% of the amount of the advance (\$2 minimum, no maximum) is charged on each cash advance obtained in any manner, including cash advances using a convenience check, an automated teller machine (ATM), a check drawn on your U.S. Bank Credit Account, automatic cash transfers (ACT) or a cash advance at another financial institution; and
- (2) Periodic finance charges are charged on each cash advance and are computed by multiplying the average daily balance of cash advances for the billing cycle by the periodic rate shown on the face of the periodic statement for that billing cycle and then by multiplying the result by the number of days in the billing cycle.

The sum of cash advance fees and periodic finance charges equals the finance charge for cash advances.

c. Finance Charge for the Account

We add up the finance charge for purchases and the finance charge for cash advances, and the total is the finance charge for the Credit Account. For any billing cycle in which the total FINANCE CHARGE would otherwise be between \$0.01 and \$4.49 inclusive, a minimum FINANCE CHARGE of \$5.00 will be assessed.

4. Periodic Rate and Corresponding Annual Percentage Rate

a. Classic Visa and MasterCard

The periodic rate and corresponding ANNUAL PERCENTAGE RATE that we use to compute periodic finance charges on your Credit Account will be based on the "Prime Rate" and may change monthly. For each

billing cycle, we use an ANNUAL PERCENTAGE RATE equal to 9.4% per annum plus the "Prime Rate" identified in the "Money Rates" section of *The Wall Street Journal* as in effect on the 25th day of the month preceding the month in which the billing cycle ends. For example, for a billing cycle that ends in January 1997, the ANNUAL PERCENTAGE RATE will be based on the Prime Rate in effect on December 25, 1996. As of December 25, 1996, the Prime Rate was 8.25% per annum. Thus, the ANNUAL PERCENTAGE RATE and daily periodic rate for a billing cycle that ends in January 1997 will be 17.65% and .04835% respectively.

b. Visa Gold and Gold MasterCard

The periodic rate and corresponding ANNUAL PERCENTAGE RATE that we use to compute periodic finance charges on your Credit Account will be based on the "Prime Rate" and may change monthly. For each billing cycle, we use an ANNUAL PERCENTAGE RATE equal to 7.4% per annum plus the "Prime Rate" identified in the "Money Rates" section of *The Wall Street Journal* as in effect on the 25th day of the month preceding the month in which the billing cycle ends. For example, for a billing cycle that ends in January 1997, the ANNUAL PERCENTAGE RATE will be based on the Prime Rate in effect on December 25, 1996. As of December 25, 1996, the Prime Rate was 8.25% per annum. Thus, the ANNUAL PERCENTAGE RATE and daily periodic rate for a billing cycle that ends in January 1997 will be 15.65% and .04287% respectively.

c. Computation of Periodic Rate

If *The Wall Street Journal* identifies more than one value for the Prime Rate as in effect on the 25th day of any month, we use the largest value identified in *The Wall Street Journal* in computing the ANNUAL PERCENTAGE RATE. We compute the periodic rate by dividing the ANNUAL PERCENTAGE RATE by 365 (366 for billing cycles that end in a leap year).

d. Payment Changes

The periodic rate and corresponding ANNUAL PERCENTAGE RATE may increase or decrease monthly as the Prime Rate increases or decreases. This may result in an increase or decrease in your minimum periodic payment.

5. Conditions Under Which Other Fees and Charges May Be Imposed

a. Annual Fee

A nonrefundable annual fee shall be charged to each Credit Account. The annual fee for a Classic Visa or MasterCard account is \$15, and the annual fee for a Visa Gold or Gold MasterCard account is \$35. The fee will first be charged when the Credit Account is opened and will be charged again annually thereafter. The annual fee is nonrefundable even if (1) your privileges related to the Bank Card or the Credit Account are revoked or canceled by us or (2) you do not use the Bank Card or Credit Account to obtain any extensions of credit. However, if you cancel the Credit Account by returning unused all Bank Cards and convenience checks first sent after the Credit Account was opened, within 14 days after you received those Bank Cards and checks, to United States National Bank of Oregon, P.O. Box 4342, Portland, Oregon 97208, you will not be obligated to pay the annual fees imposed when the Credit Account was opened.

b. Late Charges

Payments are late when they are not received at the address shown on your periodic statement before the closing date of the next billing cycle. A late charge of \$10 or 5% of the "Current Due" as shown on your periodic statement, whichever is more, may be charged for payments not received within 15 days after the "Payment Due Date" or if the 15-day period expires on a Saturday, Sunday, or legal holiday, by the end of the next business day.

c. Over-Limit Fee

We may charge an over-limit fee of \$20 if the balance of your Credit Account exceeds your credit limit at any time during a billing cycle. We will charge only one over-limit fee per billing cycle.

d. Returned Payment Fee

We may charge your Credit Account \$20 if you give us a check or pre-authorized payment that is dishonored or otherwise returned unpaid for any reason. These returned payment fees will be charged to your Credit Account as a purchase transaction.

e. Card Replacement Fee

A card replacement fee of \$10 may be assessed for replacing each Bank Card lost or stolen, and the fee will be charged to your Credit Account as a purchase transaction.

f. Returned Convenience Check Fee

We may charge a fee of \$20 for each convenience check written on your Credit Account that we refuse to honor because your credit limit is or would be exceeded, or because you are in default on your Credit Account. These returned convenience check fees will be charged to your Credit Account as a purchase transaction.

g. Stop Payment Charges

You will pay a stop payment charge of \$20 for each convenience check for which you have given a stop payment order. We are not obligated to honor any written or oral stop payment order on a convenience check unless the stop payment order is made by the signer of that convenience check. These stop payment charges will be charged to your Credit Account as a purchase transaction.

h. Copy Charge

If you request copies of transaction slips, billing statements, convenience checks, or other documents, we may charge \$5 per copy. There is no copy charge for any request in connection with a billing error. These copy charges will be charged to your Credit Account as a purchase transaction.

NOTICE: SEE BELOW FOR IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

**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 United States National Bank of Oregon, Customer Service, P.O. Box 4342, Portland, Oregon

97208. Write to us as soon as possible. We must hear you no later than 60 days after we sent you the item on which the error or problem appeared. You can phone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Credit 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.

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

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days we must either correct the error or explain why we believe 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 did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report 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 any-

one 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 do not 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.

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

Cavalry Portfolio Services LLC
as assignee of Cavalry
Investments, LLC, as assignee
of Midfirst Bank as assignee
of US Bank/Amway Visa

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

VS.

DOCKET NO. : 05-394-CD

Beverly J. Shickling

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter settled, discontinued and ended upon payment of your costs only.

GORDON & WEINBERG, P.C.

BY:

FREDERIC I. WEINBERG, ESQUIRE
Attorney for Plaintiff

P003

FILED No cc
M 12:30 (3) 2 Cert. of Disc.
AUG 15 2005 to Atty Weinberg
William A. Shaw (b) Copy to CIA
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

Cavalry Portfolio Services, LLC

Cavalry Investments, LLC

MidFirst Bank

US Bank/Amway Visa

Vs.

No. 2005-00394-CD

Beverly J. Shickling

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA

County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 15, 2005, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$85.00 have been paid in full by Frederic I. Weinberg, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of August A.D. 2005.

William A. Shaw, Prothonotary