Calvary Portfolio Serv. vs Kimberly Miller
2005-1433-CD

05-1433-CD
Calalry Port. Vs Kimberly Miller

2014846

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

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1433-CD

Kimberly M. Miller
230 Blue Ball Road
West Decatur PA 16878

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. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

FILED Atty pd. 85.00
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SEP 16 2005
1 CC Shff
William A. Shaw
Prothonotary/Clerk of Courts

May 19, 2006 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

Deputy Prothonotary

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 $4,333.50.

5. Plaintiff has made demand upon the defendant(s) for payment of the balance due of $4,333.50 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 $4,333.50 at the rate of 24.99% from the date of January 31, 2003,

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"

Cavalry

7 SKYLINE DRIVE HAWTHORNE NY 10532 (800) 724-1757

9/17/2004

KIMBERLY M MILLER
230 BLUE BALL RD
WEST DECATUR PA 16878

Statement of Account

Cavalry Reference Number:	02239873
Original Account Number:	4559542300594445
Original Institution:	PROVIDIAN

Current Statement Date	9/17/2004
Date of Charge Off	8/29/2003
Date of Purchase	9/29/2003
Last Payment Date	1/31/2003
Principal as of 9/17/2004	3442.57
Accumulated Interest	$890.93
Account Balance	$4333.5
Costs	$0
Other Charges	$0
Interest Rate	24.99%

Please be advised this communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Notes

For Customer Service, to report lost or stolen Credit Cards, or if you have any questions, please call us toll-free:
1-800-356-0011

Providian National Bank MEMBER FDIC
PROVIDIAN

7/01
R6281

Providian National Bank Visa® and MasterCard® Account Agreement

ANNUAL PERCENTAGE RATE (APR) for Purchases and Cash Advances	23.99% This rate may increase to the Delinquency APR of 27.99% if your minimum payment is received late 2 or more times in any 6-month period.
Cash Advance Fee FINANCE CHARGE	3% of the advance ($5 minimum)
Annual Fee	$0
Late Fee	$29
Overlimit Fee	$29
Returned Payment Fee	$29

Your Visa or MasterCard credit account (the "Account") allows you to make purchases by using your Visa or MasterCard card (the "Card") wherever it is honored, and to get cash advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have opened an Account. "We," "our," "ours," and "us" mean Providian National Bank or its assignee. Any use of this Account constitutes acceptance of this Agreement. The Account may be used only for personal, family, household, or charitable purposes, and not for any business or commercial purpose. You and we agree as follows:

1. Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur, including, but not limited to, reasonable attorney's fees and court costs. (If we sue you to collect the debt and you win the suit, we will pay your reasonable attorney's fees and court costs.)

2. Payments. We will send you a monthly statement showing your outstanding balance. You will pay us in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) at least the payment due as shown on your statement by the payment due date in accordance

with payment instructions on your monthly statement. The payment due will be: 3% of the new balance shown on your statement, plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line, plus fees for certain optional services. However, the payment due will not be less than $15 (unless your new balance is less than $15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due.

When we receive your payment check, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request.

We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

3. Finance Charges. Finance charges begin to accrue on a debit when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advance Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Normally, any payment amount we receive that exceeds the finance charges and fees then due will first be used to pay the remaining Cash Advance Balance, and then, after the Cash Advance Balance has been paid in full, will be used to pay any remaining Purchase Balance. However, we may apply your payments differently without further notice. Purchases are included in your Purchase Balance as of the date made. Fees (except cash advance fees) are included in the Purchase Balance as of the date posted. However, fees will not be included in the Purchase Balance for the purpose of calculating finance charges for the billing cycle when fees are the only balance on the last day of the billing cycle. Cash advance fees are included in the Cash Advance Balance as of the date posted. Cash advances from other financial institutions and through Automated Teller Machines are included in your Cash Advance Balance as of the date made. If we send you a cash advance check and you use it, it will be included in your Cash Advance Balance as of the date presented to us. Other

debits are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate (see following paragraphs). The finance charge for purchases is then added to and included in that day's Purchase Balance and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction. There is no period within which a Cash Advance Balance may be repaid without incurring a finance charge.

The ANNUAL PERCENTAGE RATE (APR) for purchases and cash advances is 23.99%, corresponding to a daily periodic rate of 0.0657%.

If we receive your Account payment late two or more times in any 6-month period, your Purchase APR and your Cash Advance APR may be adjusted to the "Delinquency APR" of 27.99% (corresponding to a daily periodic rate of 0.0767%), unless they are already equal to or greater than the Delinquency APR. If, after your Account is adjusted to the Delinquency APR, your Account payments are received on time and you meet all the terms in this Account Agreement for 12 consecutive months, your Account will automatically revert to the APRs that were in effect prior to the adjustment to the Delinquency APR.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your

statement for cash advances, add each day's Cash Advance Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals together to determine the total amount of your finance charges on balances for the billing cycle. If a cash advance transaction fee (see Fees, section 5), PaySmart℠ fee, or credit line increase fee is charged, that amount is also a FINANCE CHARGE.

4. Changes. We may change any part of this Agreement or add or remove requirements, terms, or conditions af-- notice as required by law. If we change section 3, the i finance charge calculation will apply to your whole Account balance from the effective date of the change, whether or not the balance includes items posted to your Account before the change date and whether or not you continue to use the Account.

5. Fees. We may charge your Account $29 for: each billing cycle within which your Account is delinquent (late fee); each billing cycle within which your balance exceeds your credit line (overlimit fee); and each payment item that is returned to us unpaid (for example, bounced checks).

For a second Card issued on your Account, a $20 annual fee will be charged for that Card. For cash advances, a transaction fee, which is a FINANCE CHARGE, will be charged that is the greater of $5 or 3% of the cash advance amount. For Cards sent at your request through an express service, we may charge $19.95, which is a FINANCE CHARGE. For each Card you ask us to replace, we may charge $18. For copies of back statements that were first sent to you more than three months earlier, we may ch $3 for each copy.

You may use our PaySmart service to make a single payment by phone from your personal checking account to your Account free of charge, as a courtesy, once during every calendar year. After that, we may charge your Account a fee of $4.95 for each additional use of the service by phone during that year. This fee is a FINANCE CHARGE and will apply even if the payment is returned for non-sufficient funds.

Your Account will be reviewed regularly for unsecured credit line increases. If we offer you a credit line increase, we will tell you if there is a fee. The maximum amount of this

fee was disclosed to you when you applied for your Account and will in no case exceed $99. A credit line increase fee is a FINANCE CHARGE.

(You may have paid a one-time processing fee in order to open the Account. If so, this fee was a FINANCE CHARGE and the amount was disclosed in the Credit Card Terms we sent you in your solicitation.)

6. Credit Line. Your initial total credit line and your initial cash advance credit line are disclosed on the cardmailer that comes with your Card. Your cash advance credit line is a limited portion of your total credit line. We may increase or lower your total credit line and/or your cash advance credit line at any time based on information we obtain from you or your credit records, or based on your use of the Account. For example, if your use of the Account indicates you are having financial difficulties or may not repay us, we may lower your credit line. On the other hand, if you use your Account responsibly and maintain a good credit record, we may increase your credit line. Your current total credit line and your current cash advance credit line are disclosed in your statement each month.

Your monthly statement will also show, as of the statement date, your available credit for purchases and your available credit for cash advances. On any day, your available credit for purchases is normally the difference between your total credit line and your total Account balance. On any day, your available credit for cash advances is normally the difference between your cash advance credit line and your Cash Advance Balance, but not more than your available credit for purchases. We may also set a daily dollar limit on the cash advances you can receive at an Automated Teller Machine.

When we determine your available credit for a purchase or cash advance, we add to your balance any transactions that have been made or authorized but have not yet posted to your Account. If you send us a large payment check, or a check that we believe, based on your Account history, may be returned unpaid by your bank (a bounced check), we may limit your available credit temporarily by the amount of the check while we wait to hear from your bank. You may not use your Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit.

7. Foreign Exchange/Currency Conversion. If you use your Card for transactions in a currency other than U.S. dollars,

the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be decreased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

8. Merchant Relations. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card except as required by law. (See Special Rule below.)

9. The Card; Cancellation. You will return the Card to us at our request. The Card expires at the end of the month shown on it. We have the right not to renew the Card. At any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Card and your credit privileges. If your Card is canceled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing, destroying the Card, and paying your entire statement balance by the date indicated on the statement that includes your final purchases, cash advances, charges, and fees. Your credit privileges will be canceled. You will still be responsible for paying any accrued finance charges and additional charges.

10. Personal Information; Documents. You will give us at least 10 days notice if you change your name, home or mailing address, telephone numbers, income, or job. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Account to others. <u>We may also share information with our affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates</u>. We will not report you to the major credit bureau(s) until you start to use your Card/Account (purchase, cash advance, and/or payment),

generally 30 to 60 days after your first transaction. If you fail to fulfill any of your obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

11. Customer Service; Unauthorized Use, Loss, or Theft of the Card. Each Card must be signed on receipt. You will safeguard the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, from theft. You will keep your PIN separate from your Card. If you discover or suspect that the Card is lost or stolen, or that there may be an unauthorized transaction on your Account, you will notify us promptly by telephoning 1-800-356-0011. You will phone, even though you may notify us in writing, so we can act quickly to limit losses and liability. You are not liable for unauthorized use of your C[illegible] occurring before you notify us. If you report or we sus[illegible] unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. To improve customer service and security, you agree that your calls may be monitored or recorded.

12. Standard of Care. Transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items, which we will examine. We will examine all transactions when you report that your Card has been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Account. Because of our limited review, and because your Card transaction slips will not be returned to you with the monthly statement, you should be careful to keep a record of them. You should save your cash advance and purchase slips. You agree to check your monthly statements against your recor[illegible] to notify us promptly of any unauthorized transaction[illegible] errors.

13. Default. You will be in default: if you were not eligible for the Account at the time it was opened; if you fail to pay any amount due to us or to any other creditor; if you fail to comply with any part of this Agreement; if any information you gave us proves to be incomplete or false; upon your death, bankruptcy, or insolvency; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default, we may, without further

demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and invoke any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charges section of this Agreement, even if we have sued you to collect the amount you owe.

14. Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

15. Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges and declare your Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

16. Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for Customer Service on your statement (or other addresses we may specify) and shall be effective when we receive it.

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 an entry on your bill, write us, on a separate sheet, at our address for billing disputes listed on your bill. 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:

—Your name and Account number.

—The dollar amount of the suspected error.

—A description of the error and an explanation, if possible, of 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 bill automatically from your 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. We can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 charge 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 the 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 we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question 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 the good services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods 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.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services Sheriff Docket # **100833**

CAVALRY PORTFOLIO SERVICES, LLC Case # 05-1433-CD

vs.

KIMBERLY M. MILLER

FILED
01 10:49 BL
FEB 03 2006
William A. Shaw
Prothonotary/Clerk of Courts

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 02, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KIMBERLY M. MILLER, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	11810	10.00
SHERIFF HAWKINS	GORDON	11810	35.34

Sworn to Before me This

_______ Day of __________________ 2006

____

So Answers,

Chester A. Hawkins
by Marilyn Hamm
Chester A. Hawkins
Sheriff

2014846

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

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878	

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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. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

SEP 16 2005

Attest. Prothonotary/
Clerk of Courts

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 $4,333.50.

5. Plaintiff has made demand upon the defendant(s)for payment of the balance due of $4,333.50 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 $4,333.50 at the rate of 24.99% from the date of January 31, 2003,

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"

Cavalry
7 SKYLINE DRIVE HAWTHORNE NY 10532 (800) 724-1757

9/17/2004

KIMBERLY M MILLER
230 BLUE BALL RD
WEST DECATUR PA 16878

Statement of Account

Cavalry Reference Number:	02239873
Original Account Number:	4559542300594445
Original Institution:	PROVIDIAN
Current Statement Date	9/17/2004
Date of Charge Off	8/29/2003
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Accumulated Interest	$890.93
Account Balance	$4333.5
Costs	$0
Other Charges	$0
Interest Rate	24.99%

Please be advised this communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Notes

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1-800-356-0011

7/01
R6281

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Overlimit Fee	$29
Returned Payment Fee	$29

Your Visa or MasterCard credit account (the "Account") allows you to make purchases by using your Visa or MasterCard card (the "Card") wherever it is honored, and to get cash advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have opened an Account. "We," "our," "ours," and "us" mean Providian National Bank or its assignee. Any use of this Account constitutes acceptance of this Agreement. The Account may be used only for personal, family, household, or charitable purposes, and not for any business or commercial purpose. You and we agree as follows:

1. Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur, including, but not limited to, reasonable attorney's fees and court costs. (If we sue you to collect the debt and you win the suit, we will pay your reasonable attorney's fees and court costs.)

2. Payments. We will send you a monthly statement showing your outstanding balance. You will pay us in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) at least the payment due as shown on your statement by the payment due date in accordance

with payment instructions on your monthly statement. The payment due will be: 3% of the new balance shown on your statement, plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line, plus fees for certain optional services. However, the payment due will not be less than $15 (unless your new balance is less than $15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due.

When we receive your payment check, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request.

We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

3. Finance Charges. Finance charges begin to accrue on a debit when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advance Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Normally, any payment amount we receive that exceeds the finance charges and fees then due will first be used to pay the remaining Cash Advance Balance, and then, after the Cash Advance Balance has been paid in full, will be used to pay any remaining Purchase Balance. However, we may apply your payments differently without further notice. Purchases are included in your Purchase Balance as of the date made. Fees (except cash advance fees) are included in the Purchase Balance as of the date posted. However, fees will not be included in the Purchase Balance for the purpose of calculating finance charges for the billing cycle when fees are the only balance on the last day of the billing cycle. Cash advance fees are included in the Cash Advance Balance as of the date posted. Cash advances from other financial institutions and through Automated Teller Machines are included in your Cash Advance Balance as of the date made. If we send you a cash advance check and you use it, it will be included in your Cash Advance Balance as of the date presented to us. Other

debits are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate (see following paragraphs). The finance charge for purchases is then added to and included in that day's Purchase Balance and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction. There is no period within which a Cash Advance Balance may be repaid without incurring a finance charge.

The ANNUAL PERCENTAGE RATE (APR) for purchases and cash advances is 23.99%, corresponding to a daily periodic rate of 0.0657%.

If we receive your Account payment late two or more times in any 6-month period, your Purchase APR and your Cash Advance APR may be adjusted to the "Delinquency APR" of 27.99% (corresponding to a daily periodic rate of 0.0767%), unless they are already equal to or greater than the Delinquency APR. If, after your Account is adjusted to the Delinquency APR, your Account payments are received on time and you meet all the terms in this Account Agreement for 12 consecutive months, your Account will automatically revert to the APRs that were in effect prior to the adjustment to the Delinquency APR.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your

statement for cash advances, add each day's Cash Advance Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals together to determine the total amount of your finance charges on balances for the billing cycle. If a cash advance transaction fee (see Fees, section 5), PaySmart[SM] fee, or credit line increase fee is charged, that amount is also a FINANCE CHARGE.

4. Changes. We may change any part of this Agreement or add or remove requirements, terms, or conditions af--- notice as required by law. If we change section 3, the ı finance charge calculation will apply to your whoıe Account balance from the effective date of the change, whether or not the balance includes items posted to your Account before the change date and whether or not you continue to use the Account.

5. Fees. We may charge your Account $29 for: each billing cycle within which your Account is delinquent (late fee); each billing cycle within which your balance exceeds your credit line (overlimit fee); and each payment item that is returned to us unpaid (for example, bounced checks).

For a second Card issued on your Account, a $20 annual fee will be charged for that Card. For cash advances, a transaction fee, which is a FINANCE CHARGE, will be charged that is the greater of $5 or 3% of the cash advance amount. For Cards sent at your request through an express service, we may charge $19.95, which is a FINANCE CHARGE. For each Card you ask us to replace, we may charge $18. For copies of back statements that were first sent to you more than three months earlier, we may ch $3 for each copy.

You may use our PaySmart service to make a single payment by phone from your personal checking account to your Account free of charge, as a courtesy, once during every calendar year. After that, we may charge your Account a fee of $4.95 for each additional use of the service by phone during that year. This fee is a FINANCE CHARGE and will apply even if the payment is returned for non-sufficient funds.

Your Account will be reviewed regularly for unsecured credit line increases. If we offer you a credit line increase, we will tell you if there is a fee. The maximum amount of this

fee was disclosed to you when you applied for your Account and will in no case exceed $99. A credit line increase fee is a FINANCE CHARGE.

(You may have paid a one-time processing fee in order to open the Account. If so, this fee was a FINANCE CHARGE and the amount was disclosed in the Credit Card Terms we sent you in your solicitation.)

6. **Credit Line.** Your initial total credit line and your initial cash advance credit line are disclosed on the cardmailer that comes with your Card. Your cash advance credit line is a limited portion of your total credit line. We may increase or lower your total credit line and/or your cash advance credit line at any time based on information we obtain from you or your credit records, or based on your use of the Account. For example, if your use of the Account indicates you are having financial difficulties or may not repay us, we may lower your credit line. On the other hand, if you use your Account responsibly and maintain a good credit record, we may increase your credit line. Your current total credit line and your current cash advance credit line are disclosed in your statement each month.

Your monthly statement will also show, as of the statement date, your available credit for purchases and your available credit for cash advances. On any day, your available credit for purchases is normally the difference between your total credit line and your total Account balance. On any day, your available credit for cash advances is normally the difference between your cash advance credit line and your Cash Advance Balance, but not more than your available credit for purchases. We may also set a daily dollar limit on the cash advances you can receive at an Automated Teller Machine.

When we determine your available credit for a purchase or cash advance, we add to your balance any transactions that have been made or authorized but have not yet posted to your Account. If you send us a large payment check, or a check that we believe, based on your Account history, may be returned unpaid by your bank (a bounced check), we may limit your available credit temporarily by the amount of the check while we wait to hear from your bank. You may not use your Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit.

7. **Foreign Exchange/Currency Conversion.** If you use your Card for transactions in a currency other than U.S. dollars,

the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be decreased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

8. **Merchant Relations.** We will not be liable if any person or Automated Teller Machine refuses to honor the Card or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card except as required by law. (See Special Rule below.)

9. **The Card; Cancellation.** You will return the Card to us at our request. The Card expires at the end of the month shown on it. We have the right not to renew the Card. At any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Card and your credit privileges. If your Card is canceled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing, destroying the Card, and paying your entire statement balance by the date indicated on the statement that includes your final purchases, cash advances, charges, and fees. Your credit privileges will be canceled. You will still be responsible for paying any accrued finance charges and additional charges.

10. **Personal Information; Documents.** You will give us at least 10 days notice if you change your name, home or mailing address, telephone numbers, income, or job. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Account to others. <u>We may also share information with our affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates</u>. We will not report you to the major credit bureau(s) until you start to use your Card/Account (purchase, cash advance, and/or payment),

generally 30 to 60 days after your first transaction. If you fail to fulfill any of your obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

11. **Customer Service; Unauthorized Use, Loss, or Theft of the Card.** Each Card must be signed on receipt. You will safeguard the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, from theft. You will keep your PIN separate from your Card. If you discover or suspect that the Card is lost or stolen, or that there may be an unauthorized transaction on your Account, you will notify us promptly by telephoning 1-800-356-0011. You will phone, even though you may notify us in writing, so we can act quickly to limit losses and liability. You are not liable for unauthorized use of your C occurring before you notify us. If you report or we sus unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. To improve customer service and security, you agree that your calls may be monitored or recorded.

12. **Standard of Care.** Transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items, which we will examine. We will examine all transactions when you report that your Card has been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Account. Because of our limited review, and because your Card transaction slips will not be returned to you with the monthly statement, you should be careful to keep a record of them. You should save your cash advance and purchase slips. You agree to check your monthly statements against your record to notify us promptly of any unauthorized transaction or errors.

13. **Default.** You will be in default: if you were not eligible for the Account at the time it was opened; if you fail to pay any amount due to us or to any other creditor; if you fail to comply with any part of this Agreement; if any information you gave us proves to be incomplete or false; upon your death, bankruptcy, or insolvency; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default, we may, without further

demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and invoke any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charges section of this Agreement, even if we have sued you to collect the amount you owe.

14. Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

15. Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges and declare your Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

16. Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for Customer Service on your statement (or other addresses we may specify) and shall be effective when we receive it.

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 an entry on your bill, write us, on a separate sheet, at our address for billing disputes listed on your bill. 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:

—Your name and Account number.

—The dollar amount of the suspected error.

—A description of the error and an explanation, if possible, of 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 bill automatically from your 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. We can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 charge 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 the 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 we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question 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 the good services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods 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.

FILED

FEB 0 3 2006

William A. Shaw
Prothonotary/Clerk of Courts

2014846

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

FILED 1CC&1Compl. to Shff
m/12:54BD
MAY 19 2006
Atty pd. 7.00
William A. Shaw
Prothonotary/Clerk of Courts GK

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878	

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Plaintiffs' Complaint in Civil Action in the above-captioned matter for an additional thirty (30) days.

GORDON & WEINBERG, P.C.

BY: ______________________
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff(s)

FILED
MAY 19 2006
William A. Shaw
Prothonotary/Clerk of Courts

2014846

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

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878	

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. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

FILED COPY
N:27
SEP 16 2005
William A. Shaw
Prothonotary/Clerk of Courts

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 $4,333.50.

5. Plaintiff has made demand upon the defendant(s)for payment of the balance due of $4,333.50 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 $4,333.50 at the rate of 24.99% from the date of January 31, 2003,

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"

7 SKYLINE DRIVE HAWTHORNE NY 10532 (800) 724-1757

9/17/2004

KIMBERLY M MILLER
230 BLUE BALL RD
WEST DECATUR PA 16878

Statement of Account

Cavalry Reference Number:	02239873
Original Account Number:	4559542300594445
Original Institution:	PROVIDIAN

Current Statement Date	9/17/2004
Date of Charge Off	8/29/2003
Date of Purchase	9/29/2003
Last Payment Date	1/31/2003
Principal as of 9/17/2004	3442.57
Accumulated Interest	$890.93
Account Balance	$4333.5
Costs	$0
Other Charges	$0
Interest Rate	24.99%

Please be advised this communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Notes

For Customer Service, to report lost or stolen Credit Cards, or if you have any questions, please call us toll-free:

1-800-356-0011

Providian National Bank MEMBER FDIC

PROVIDIAN

7/01
R6281

Providian National Bank Visa® and MasterCard® Account Agreement

ANNUAL PERCENTAGE RATE (APR) for Purchases and Cash Advances	23.99% This rate may increase to the Delinquency APR of 27.99% if your minimum payment is received late 2 or more times in any 6-month period.
Cash Advance Fee FINANCE CHARGE	3% of the advance ($5 minimum)
Annual Fee	$0
Late Fee	$29
Overlimit Fee	$29
Returned Payment Fee	$29

Your Visa or MasterCard credit account (the "Account") allows you to make purchases by using your Visa or MasterCard card (the "Card") wherever it is honored, and to get cash advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have opened an Account. "We," "our," "ours," and "us" mean Providian National Bank or its assignee. Any use of this Account constitutes acceptance of this Agreement. The Account may be used only for personal, family, household, or charitable purposes, and not for any business or commercial purpose. You and we agree as follows:

1. Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur, including, but not limited to, reasonable attorney's fees and court costs. (If we sue you to collect the debt and you win the suit, we will pay your reasonable attorney's fees and court costs.)

2. Payments. We will send you a monthly statement showing your outstanding balance. You will pay us in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) at least the payment due as shown on your statement by the payment due date in accordance

with payment instructions on your monthly statement. The payment due will be: 3% of the new balance shown on your statement, plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line, plus fees for certain optional services. However, the payment due will not be less than $15 (unless your new balance is less than $15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due.

When we receive your payment check, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request.

We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

3. Finance Charges. Finance charges begin to accrue on a debit when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advance Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Normally, any payment amount we receive that exceeds the finance charges and fees then due will first be used to pay the remaining Cash Advance Balance, and then, after the Cash Advance Balance has been paid in full, will be used to pay any remaining Purchase Balance. However, we may apply your payments differently without further notice. Purchases are included in your Purchase Balance as of the date made. Fees (except cash advance fees) are included in the Purchase Balance as of the date posted. However, fees will not be included in the Purchase Balance for the purpose of calculating finance charges for the billing cycle when fees are the only balance on the last day of the billing cycle. Cash advance fees are included in the Cash Advance Balance as of the date posted. Cash advances from other financial institutions and through Automated Teller Machines are included in your Cash Advance Balance as of the date made. If we send you a cash advance check and you use it, it will be included in your Cash Advance Balance as of the date presented to us. Other

debits are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate (see following paragraphs). The finance charge for purchases is then added to and included in that day's Purchase Balance and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction. There is no period within which a Cash Advance Balance may be repaid without incurring a finance charge.

The ANNUAL PERCENTAGE RATE (APR) for purchases and cash advances is 23.99%, corresponding to a daily periodic rate of 0.0657%.

If we receive your Account payment late two or more times in any 6-month period, your Purchase APR and your Cash Advance APR may be adjusted to the "Delinquency APR" of 27.99% (corresponding to a daily periodic rate of 0.0767%), unless they are already equal to or greater than the Delinquency APR. If, after your Account is adjusted to the Delinquency APR, your Account payments are received on time and you meet all the terms in this Account Agreement for 12 consecutive months, your Account will automatically revert to the APRs that were in effect prior to the adjustment to the Delinquency APR.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your

statement for cash advances, add each day's Cash Advance Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals together to determine the total amount of your finance charges on balances for the billing cycle. If a cash advance transaction fee (see Fees, section 5), PaySmart℠ fee, or credit line increase fee is charged, that amount is also a FINANCE CHARGE.

4. Changes. We may change any part of this Agreement or add or remove requirements, terms, or conditions af-- notice as required by law. If we change section 3, the ı finance charge calculation will apply to your whole Account balance from the effective date of the change, whether or not the balance includes items posted to your Account before the change date and whether or not you continue to use the Account.

5. Fees. We may charge your Account $29 for: each billing cycle within which your Account is delinquent (late fee); each billing cycle within which your balance exceeds your credit line (overlimit fee); and each payment item that is returned to us unpaid (for example, bounced checks).

For a second Card issued on your Account, a $20 annual fee will be charged for that Card. For cash advances, a transaction fee, which is a FINANCE CHARGE, will be charged that is the greater of $5 or 3% of the cash advance amount. For Cards sent at your request through an express service, we may charge $19.95, which is a FINANCE CHARGE. For each Card you ask us to replace, we may charge $18. For copies of back statements that were first sent to you more than three months earlier, we may ch $3 for each copy.

You may use our PaySmart service to make a single payment by phone from your personal checking account to your Account free of charge, as a courtesy, once during every calendar year. After that, we may charge your Account a fee of $4.95 for each additional use of the service by phone during that year. This fee is a FINANCE CHARGE and will apply even if the payment is returned for non-sufficient funds.

Your Account will be reviewed regularly for unsecured credit line increases. If we offer you a credit line increase, we will tell you if there is a fee. The maximum amount of this

fee was disclosed to you when you applied for your Account and will in no case exceed $99. A credit line increase fee is a FINANCE CHARGE.

(You may have paid a one-time processing fee in order to open the Account. If so, this fee was a FINANCE CHARGE and the amount was disclosed in the Credit Card Terms we sent you in your solicitation.)

6. Credit Line. Your initial total credit line and your initial cash advance credit line are disclosed on the cardmailer that comes with your Card. Your cash advance credit line is a limited portion of your total credit line. We may increase or lower your total credit line and/or your cash advance credit line at any time based on information we obtain from you or your credit records, or based on your use of the Account. For example, if your use of the Account indicates you are having financial difficulties or may not repay us, we may lower your credit line. On the other hand, if you use your Account responsibly and maintain a good credit record, we may increase your credit line. Your current total credit line and your current cash advance credit line are disclosed in your statement each month.

Your monthly statement will also show, as of the statement date, your available credit for purchases and your available credit for cash advances. On any day, your available credit for purchases is normally the difference between your total credit line and your total Account balance. On any day, your available credit for cash advances is normally the difference between your cash advance credit line and your Cash Advance Balance, but not more than your available credit for purchases. We may also set a daily dollar limit on the cash advances you can receive at an Automated Teller Machine.

When we determine your available credit for a purchase or cash advance, we add to your balance any transactions that have been made or authorized but have not yet posted to your Account. If you send us a large payment check, or a check that we believe, based on your Account history, may be returned unpaid by your bank (a bounced check), we may limit your available credit temporarily by the amount of the check while we wait to hear from your bank. You may not use your Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit.

7. Foreign Exchange/Currency Conversion. If you use your Card for transactions in a currency other than U.S. dollars,

the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be decreased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

8. Merchant Relations. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card except as required by law. (See Special Rule below.)

9. The Card; Cancellation. You will return the Card to us at our request. The Card expires at the end of the month shown on it. We have the right not to renew the Card. At any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Card and your credit privileges. If your Card is canceled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing, destroying the Card, and paying your entire statement balance by the date indicated on the statement that includes your final purchases, cash advances, charges, and fees. Your credit privileges will be canceled. You will still be responsible for paying any accrued finance charges and additional charges.

10. Personal Information; Documents. You will give us at least 10 days notice if you change your name, home or mailing address, telephone numbers, income, or job. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Account to others. <u>We may also share information with our affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates.</u> We will not report you to the major credit bureau(s) until you start to use your Card/Account (purchase, cash advance, and/or payment),

generally 30 to 60 days after your first transaction. If you fail to fulfill any of your obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

11. Customer Service; Unauthorized Use, Loss, or Theft of the Card. Each Card must be signed on receipt. You will safeguard the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, from theft. You will keep your PIN separate from your Card. If you discover or suspect that the Card is lost or stolen, or that there may be an unauthorized transaction on your Account, you will notify us promptly by telephoning 1-800-356-0011. You will phone, even though you may notify us in writing, so we can act quickly to limit losses and liability. You are not liable for unauthorized use of your C[illegible] occurring before you notify us. If you report or we sus[illegible] unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. To improve customer service and security, you agree that your calls may be monitored or recorded.

12. Standard of Care. Transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items, which we will examine. We will examine all transactions when you report that your Card has been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Account. Because of our limited review, and because your Card transaction slips will not be returned to you with the monthly statement, you should be careful to keep a record of them. You should save your cash advance and purchase slips. You agree to check your monthly statements against your recor[illegible] to notify us promptly of any unauthorized transaction[illegible] errors.

13. Default. You will be in default: if you were not eligible for the Account at the time it was opened; if you fail to pay any amount due to us or to any other creditor; if you fail to comply with any part of this Agreement; if any information you gave us proves to be incomplete or false; upon your death, bankruptcy, or insolvency; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default, we may, without further

demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and invoke any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charges section of this Agreement, even if we have sued you to collect the amount you owe.

14. Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

15. Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges and declare your Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

16. Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for Customer Service on your statement (or other addresses we may specify) and shall be effective when we receive it.

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 an entry on your bill, write us, on a separate sheet, at our address for billing disputes listed on your bill. 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:

—Your name and Account number.

—The dollar amount of the suspected error.

—A description of the error and an explanation, if possible, of 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 bill automatically from your 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. We can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 charge 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 the 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 we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question 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 the good services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101553
NO: 05-1433-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES LLC
vs.
DEFENDANT: KIMBERLY M. MILLER

SHERIFF RETURN

NOW, May 24, 2006 AT 2:18 PM SERVED THE WITHIN COMPLAINT ON KIMBERLY M. MILLER DEFENDANT AT 230 BLUE BALL ROAD, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIMBERLY M. MILLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
012:31 BN
JUN 05 2006
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	19375	10.00
SHERIFF HAWKINS	GORDON	19375	28.58

Sworn to Before Me This

____ Day of ____________ 2006

____

So Answers,

Chester A. Hawkins
by Marilyn Hamm
Chester A. Hawkins
Sheriff

FILED
JUN 05 2006
William A. Shaw
Prothonotary/Clerk of Courts

2014846

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 SPV I, LLC, as assignee of Providian	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller	

NOTICE

PURSUANT TO RULE 236 OF THE SUPREME COURT OF PENNSYLVANIA, YOU ARE HEREBY NOTIFIED THAT A JUDGMENT BY DEFAULT HAS BEEN ENTERED AGAINST YOU IN THE ABOVE PROCEEDING IN THE AMOUNT OF $6,259.07. IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL GORDON & WEINBERG, P.C. AT 215/988-9600.

GORDON & WEINBERG, P.C.

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

Dated: June 28, 2006

FILED Atty pd 20.00
m/10:31 BOY ICC (includes notice) to Def.
JUL 12 2006
William A. Shaw
Prothonotary/Clerk of Courts Statement to Atty
GK

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
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Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller	

PRAECIPE FOR JUDGMENT

The Prothonotary will please enter Judgment in the above matter by default for want of an answer against the Defendant, Kimberly M. Miller, and assesses the damages as per statement below.

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

Principal	$4,333.50
Interest from September 17, 2004 @24.99%	$1,925.57
Total:	**$6,259.07**

I hereby certify that written notice of the intention to file this Praecipe was mailed or delivered to the parties against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe.

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

Filed: 7/12/06
By the Prothonotary:

AND NOW, this 12th day of July, 2006 Judgment is entered in favor of the plaintiff(s) and against defendant, for want of an answer and damages assessed at the sum of , $6,259.07 as per the above certification.

Prothonotary

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 SPV I, LLC, as assignee of Providian	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller	

CERTIFICATION OF ADDRESS

I hereby certify that the precise residence of the holder of the within judgment is; Cavalry Portfolio Services,LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian and that the last known address of defendant, Kimberly M. Miller, 230 Blue Ball Road, West Decatur PA 16878.

GORDON & WEINBERG, P.C.

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

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 SPV I, LLC, as assignee of Providian	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller	

AFFIDAVIT OF NON-MILITARY SERVICE

FREDERIC I. WEINBERG, ESQUIRE, being duly sworn according to law, deposes and says that he represents the plaintiff in the above-entitled case; that he is authorized to make this affidavit on behalf of the plaintiff; and that the above-named defendant is over twenty-one years of age; that the address of the defendant is, 230 Blue Ball Road, West Decatur PA 16878; that the occupation of the defendant is unknown; and that the defendant is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

Sworn to and Subscribed
Before me this 28th Day
of June, 2006.

Christine M. Colon
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CHRISTINE M. COLON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 18, 2009

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

2014846

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 SPV I, LLC, as assignee of Providian

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1433-CD

Kimberly M. Miller

NOTICE OF INTENTION TO TAKE DEFAULT

TO/PARA :

Kimberly M. Miller
aka Kimberly Thompson
230 Blue Ball Road
West Decatur PA 16878

DATE OF NOTICE/FECHA DEL AVISO: June 15, 2006

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN 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.

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

GORDON & WEINBERG, P.C.

BY:____________________________
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE

P10D-2

FILED

JUL 12 2006

William A. Shaw
Prothonotary/Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
STATEMENT OF JUDGMENT

Cavalry Portfolio Services, LLC
Cavalry SPV I, LLC
Plaintiff(s)

No.: 2005-01433-CD

Real Debt: $6,259.07

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Kimberly M. Miller
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: July 12, 2006

Expires: July 12, 2011

Certified from the record this 12th day of July, 2006.

William A. Shaw
William A. Shaw, Prothonotary

****

SIGN BELOW FOR SATISFACTION

Received on ________________, ______, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

____
Plaintiff/Attorney

2014846

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED Atty pd. 20.00
M/12:20BDY
DEC 07 2009 2cc & 6 writs to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(61)

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1433-CD

Kimberly M. Miller
230 Blue Ball Road
West Decatur PA 16878
and
CNB Bank
25 Irwin Drive
Philipsburg, PA 16866
GARNISHEE

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:
Issue writ of execution in the above matter, directed to the Sheriff of Clearfield County;

(1) against
Kimberly M. Miller
defendant(s) and

(2) against
CNB Bank
garnishee(s)

(3)	AMOUNT DUE	$6,259.07
	INTEREST from July 14, 2006	$1,282.86
	COSTS	
	Prothonotary fee	$20.00
	Sheriff fee	$100.00
(4)	Less: Payments on Account	($.00)
	TOTAL	**$7,661.93**

135.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1433-CD

Kimberly M. Miller
230 Blue Ball Road
West Decatur PA 16878

and

CNB Bank
25 Irwin Drive
Philipsburg, PA 16866

GARNISHEE

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have Legal rights to prevent your property from being taken. If you wish to exercise your rights, you must act promptly.

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

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

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

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878 and CNB Bank 25 Irwin Drive Philipsburg, PA 16866 **GARNISHEE**	

CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my $300.00 statutory exemption be

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

____

____

[ ] (ii) paid in cash following the sale of the property levied upon; or

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

____

____

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

(a) My $300.00 statutory exemption: [ ] in cash; [ ] in kind (specify property)

____;

(b) Social Security benefits on deposit in the amount of $___
____

(c) Other (specify amount and basis of exemption):
____

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

____

____

I verify that the statements made in this Claim for Exemption are true and correct. I Understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATE: ________________ Defendant: _______________________________

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

Sheriff of Clearfield County
P.O. Box 549
Clearfield, PA 16830
814/765-2641

Note: Under paragraphs (1) and (2) of the writ, a description of specific property to be levied upon or attached may be set forth in the writ or included in a separate direction to the sheriff.
Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided. Under paragraph (3) of the writ, the sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a).

(b) Each court shall by local rule designate the officer, organization or person to be named in the notice.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

EXHIBIT "A"

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878	
and CNB Bank 25 Irwin Drive Philipsburg, PA 16866 **GARNISHEE**	

INTERROGATORIES IN ATTACHMENT

TO: CNB Bank - GARNISHEE

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so my result in judgment against you.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?

2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and what was the consideration thereof?

6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.

9. How much is the value of any property in your possession belonging to the defendant(s)?

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 12/2/09

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1433-CD

Kimberly M. Miller
230 Blue Ball Road
West Decatur PA 16878

and

CNB Bank
25 Irwin Drive
Philipsburg, PA 16866
GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Kimberly M. Miller

defendant(s)

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein: **No Levy other than bank account**

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

CNB Bank
25 Irwin Drive
Philipsburg, PA 16866- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) **the attachment shall not include funds in an account of the defendant with a bank or other financial institution.**

(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) that total $300.00 or less. If multiple accounts are attached, a total of $300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.

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

AMOUNT DUE	$6,259.07
INTEREST	
from July 14, 2006	$1,282.86
COSTS	
Prothonotary fee	$20.00
Sheriff fee	$100.00
Less: Payment on Account (	$.00)
TOTAL	$7,661.93
	135.00 Prothonotary costs

William Shaw, Prothonotary

BY: BA

Clerk

DATE: 12/7/09

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878 and CNB Bank 25 Irwin Drive Philipsburg, PA 16866 **GARNISHEE**	

WRIT OF EXECUTION

(3)	AMOUNT DUE	$6,259.07
	INTEREST from July 14, 2006	$1,282.86
	COSTS	
	Prothonotary fee	$20.00
	Sheriff fee	$100.00
	Less: Payment on Account	($.00)
	TOTAL	**$7,661.93**

135.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

0

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: **05-1433-CD**

CAVALRY PORTFOLIO SERVICES, LLC as assignee
vs
KIMBERLY M. MILLER
TO: CNB BANK, Garnishee

SERVICE # 1 OF 2

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 03/05/2010 ASAP HEARING: PAGE: 106541

FILED
DEC 16 2009
01:30 pm
William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: CNB BANK, GARNISHEE
ADDRESS: 25 IRWIN DRIVE
PHILIPSBURG, PA 16866
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-16-09 AT 1:55 AM / PM **SERVED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CNB BANK, GARNISHEE, DEFENDANT

BY HANDING TO Amy McDowell / Cust. Serv. Rep.

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

ADDRESS SERVED 25 Irwin Drive Philipsburg, Pa. 16866

NOW ______ AT ______ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR CNB BANK, GARNISHEE

AT (ADDRESS) ______

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

I MAKE RETURN OF **NOT FOUND** AS TO CNB BANK, GARNISHEE

REASON UNABLE TO LOCATE ______

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

______ DAY OF ______ 2009

______

BY: Jerome M Nevling
Deputy Signature

Jerome M. Nevling
Print Deputy Name

FILED
DEC 16 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 106541

CAVALRY PORTFOLIO SERVICES, LC
-vs-
KIMBERLY M. MILLER
TOCNB BANK, GARNISHEE

NO. 05-1433-CD

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW DECEMBER 17, 2009 MAILED THE WITHIN WRIT, WRIT NOTICE, CLAIM FOR EXEMPTION, PRAECIPE & INTERROGATORIES TO KIMBERLY M. MILLER, DEFENDANT AT 230 BLUE BALL ROAD, WEST DECATUR, PA. 16878 IN THE S.A.S.E.

SHFF. HAWKINS: $	$41.60
SHFF. SURCHARGE:	$20.00
PAID BY: ATTY.	

SO ANSWERS,

Chester A. Hawkins
by Marilyn Hamm

CHESTER A. HAWKINS
SHERIFF

SWORN TO BEFORE ME THIS
________DAY OF______________ 2009.

____

FILED
o/10:26 BN
DEC 21 2009
5
William A. Shaw
Prothonotary/Clerk of Courts

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1433-CD

Kimberly M. Miller
230 Blue Ball Road
West Decatur PA 16878

and

CNB Bank
25 Irwin Drive
Philipsburg, PA 16866
GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Kimberly M. Miller

defendant(s)

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's(’s) interest therein: **No Levy other than bank account**

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

CNB Bank
25 Irwin Drive
Philipsburg, PA 16866- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) **the attachment shall not include funds in an account of the defendant with a bank or other financial institution.**

(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) **that total $300.00 or less. If multiple accounts are attached, a total of $300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.**

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

AMOUNT DUE	$6,259.07
INTEREST	
from July 14, 2006	$1,282.86
COSTS	
Prothonotary fee	$20.00
Sheriff fee	$100.00
Less: Payment on Account (	$.00)
TOTAL	$7,661.93

132.00 Prothonotary costs

, Prothonotary

BY: William [signature]

Clerk

DATE: 12/7/09

Received this writ this 7 day
of Dec A.D. 2009
At 3:00 A.M./P.M.

Christen A. Hawkins

Sheriff by Marilyn Hann

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878 and CNB Bank 25 Irwin Drive Philipsburg, PA 16866 **GARNISHEE**	

WRIT OF EXECUTION

(3)	AMOUNT DUE	$6,259.07
	INTEREST	
	from July 14, 2006	$1,282.86
	COSTS	
	Prothonotary fee	$20.00
	Sheriff fee	$100.00
	Less: Payment on Account	($.00)
	TOTAL	$7,661.93
		132.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878 and CNB Bank 25 Irwin Drive Philipsburg, PA 16866 **GARNISHEE**	

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

Kimberly M. Miller

defendant(s)

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein: **No Levy other than bank account**

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

CNB Bank
25 Irwin Drive
Philipsburg, PA 16866- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878 and CNB Bank 25 Irwin Drive Philipsburg, PA 16866 **GARNISHEE**	

WRIT OF EXECUTION

(3)	AMOUNT DUE	$6,259.07
	INTEREST from July 14, 2006	$1,282.86
	COSTS	
	Prothonotary fee	$20.00
	Sheriff fee	$100.00
	Less: Payment on Account	($.00)
	TOTAL	**$7,661.93**
		132.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED
DEC 21 2009
William A. Shaw
Prothonotary/Clerk of Courts

2014846

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED
m 9:20 /c
JAN 11 2010
5 1 cent to Atty
William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller	
and	
CNB Bank Garnishee	

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank account with CNB Bank, as Garnishee in the above entitled matter.

GORDON & WEINBERG, P.C.

BY: ______________________
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P011

FILED

JAN 11 20[illegible]

William A. S[illegible]
Prothonotary/Clerk of Courts

2014846

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED
MAY 14 2012
William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878	

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. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 81894
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1433-CD
Kimberly M. Miller 230 Blue Ball Road West Decatur PA 16878	

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Issue writ of revival of judgment entered in the Court of Common Pleas of CLEARFIELD County having docket number 05-1433-CD and index it in the judgment index against Kimberly M. Miller in the amount of $6,259.07 with interest from July 14, 2006 at the rate of 6%.

GORDON & WEINBERG, P.C.

BY:________________________
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 81894
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1433-CD

Kimberly M. Miller
230 Blue Ball Road
West Decatur PA 16878

WRIT OF REVIVAL

TO: against Kimberly M. Miller

(1) You are notified that the plaintiff has commenced a proceeding to revive and continue the lien of the judgment entered in the Court of Common Pleas of CLEARFIELD County, Docket No. 05-1433-CD.

(2) The plaintiff claims that the amount due and unpaid is $6,259.07 with interest at the rate of 6% from July 14, 2006.

(3) You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to it. If you fail to do so, judgment of revival in the amount claimed by the plaintiff will be entered without a hearing and you may lose your property or other important rights.

YOU SHOULD TAKE THIS WRIT OF REVIVAL TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Date:

Prothonotary

By: ____________________
~~(Deputy)~~

FILED
MAY 14 2012
William A. Shaw
Prothonotary/Clerk of Courts

To Deputy 5/15/12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 05-1433-CD

CAVALRY PORTFOLIO SERVICES, LLC
vs
KIMBERLY M. MILLER

SERVICE # 1 OF 1

PRAECIPE/WRIT OF REVIVAL

SERVE BY: 06/13/2012   HEARING: PAGE: 109650

FILED
9:20Lm
MAY 21 2012
William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: KIMBERLY M. MILLER
ADDRESS: 230 BLUE BALL RD
WEST DECATUR, PA 16878
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

SHERIFF'S RETURN

NOW, 5-16-12 AT 9:35 AM / PM **SERVED** THE WITHIN

PRAECIPE/WRIT OF REVIVAL ON KIMBERLY M. MILLER, DEFENDANT

BY HANDING TO Steve Miller / husband

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

ADDRESS SERVED 230 Blue Ball RD, West Decatur, Pa. 16878
(X)Residence ( ) Employment ( ) Sheriff's Office ( ) Other

NOW ____________ AT ____________ AM / PM **POSTED** THE WITHIN

PRAECIPE/WRIT OF REVIVAL FOR KIMBERLY M. MILLER

AT (ADDRESS) ____________

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

I MAKE RETURN OF **NOT FOUND** AS TO KIMBERLY M. MILLER

REASON UNABLE TO LOCATE ____________

So Answers:CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

BY: Mike Rawles
Deputy Signature

________DAY OF ____________ 2012

Mike Rawles
Print Deputy Name

____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109650
NO: 05-1433-CD
SERVICES 1
PRAECIPE/WRIT OF REVIVAL

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC
vs.
DEFENDANT: KIMBERLY M. MILLER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	170459	10.00
SHERIFF HAWKINS	GORDON	170459	30.21

Sworn to Before Me This

______ Day of ____________ 2012

____

So Answers,

Chester A. Hawkins
Sheriff

FILED

MAY 21 2012

William A. Shaw
Prothonotary/Clerk of Courts

A

2014846

The Law Offices of Frederic I Weinberg
& Associates, P.C.
BY: Frederic I. Weinberg, Esquire
Identification No.: 41360
Joel M. Flink, Esquire
Identification No.: 41200
375 E. Elm Street, Suite 210
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC, as assignee of Providian

vs.

Kimberly M. Miller

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

DOCKET NO. : 05-1433-CD

ORDER TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Kindly mark the judgment entered July 14, 2006 in the above-captioned matter satisfied upon payment of your costs only.

The Law Offices of Frederic I. Weinberg
& Associates, P.C.

BY:______________________
Frederic I. Weinberg, Esquire
Joel M. Flink, Esquire
Attorney for Plaintiff

P005

FILED
M (NS)
S JAN 17 2017
11:38a
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1CC to Atty Weinberg