05-1522-CD
Cavalry Port. Vs Kimberly Renaud

Netbank vs John Richardson et al
2005-1522-CD

Clearfield County Court of Common Pleas

ROA Report

Case: 2005-01522-CD

Current Judge: No Judge

User: LBENDER

Cavalry Portfolio Services, LLC, Cavalry Investments, LLC, eCast Settlement Corp., Household vs. Kimberly A. Renaud, David C. Renaud

Civil Other

Date		Judge
09/30/2005	New Case Filed.	No Judge
	Filing: Complaint in Civil-Action Paid by: Weinberg, Frederic I. (attorney for Cavalry Portfolio Services, LLC) Receipt number: 1909317 Dated: 09/30/2005 Amount: $85.00 (Check) 2CC Shff.	No Judge
11/10/2005	Response, filed by Kimberly A. Renaud no c/c.	No Judge
11/18/2005 not in file as of 11-23-05	Praecipe to Withdrawal Complaint, filed. Kindly withdraw the above-captioned action, without prejudice, filed by s/ Fredric I. Weinberg Esq. No CC and copy to shff.	No Judge

Clearfield County Court of Common Pleas

Hearings by Judge
CT COMMON PLEAS,
All Case Types
From 09/26/2005 08:00 AM to 09/30/2005 05:00 PM
Paul E. Cherry

Begin Date and Time | End Date and Time

09/29/2005 09:00 AM | 09/29/2005 04:00 PM | **Eltringham, Alan Scott**

Case: 2005-0000042-CR | Jury Trial

Courtroom:

Prosecutor: District Attorney's Office

Defendant: Eltringham, Alan Scott

Days to Speedy Trial: | **Speedy Trial Date:**

Attorney: Hindman, Blair H.

Charge: Criminal conspiracy [F/1]
Arresting Officer: Kruzelak, Kris
Issue Date: 12/02/2004

Charge: Burglary [F/1]
Arresting Officer: Kruzelak, Kris
Issue Date: 12/02/2004

Charge: Criminal trespass (Buildings and occupied structures) [F/3]
Arresting Officer: Kruzelak, Kris
Issue Date: 12/02/2004

Charge: Loitering and prowling at night time [M/3]
Arresting Officer: Kruzelak, Kris
Issue Date: 12/02/2004

Charge: Theft by unlawful taking or disp. (Movable prop.) [M/1]
Arresting Officer: Kruzelak, Kris
Issue Date: 12/02/2004

09/29/2005 09:00 AM | 09/29/2005 09:00 AM | **William R. Stiver Jr. vs .Elizabeth A. Stiver**

Case: 2005-01208-CD | Custody Conference

Courtroom:

Plaintiff: Stiver, William R. Jr. | Attorney: Jones-Wenger, Winifred H.

Defendant: Stiver, Elizabeth A.

Days to Speedy Trial: | **Speedy Trial Date:**

Attorney: Robbins, Laura Esq

09/29/2005 01:30 PM | 09/29/2005 01:30 PM | **Julie Catherine Bakaysa vs .Gregory Scott Bakaysa**

Case: 2005-01146-CD | Custody Conference

Courtroom:

Plaintiff: Bakaysa, Julie Catherine | Attorney: Mikesell, Warren B. II

Defendant: Bakaysa, Gregory Scott

Days to Speedy Trial: | **Speedy Trial Date:**

Attorney: Wood, Ann B.

2014698

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 Investments, LLC, as assignee of eCast Settlement Corp. as assignee of Household 7 Skyline Drive Hawthorne, NY 10532	COURT OF COMMON PLEAS CLEARFIELD COUNTY
vs.	DOCKET NO. : 05-1522-CD
Kimberly A. Renaud 126 SW 3rd Avenue Clearfield PA 16830 and David C. Renaud 126 SW 3rd Avenue Clearfield PA 16830	

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

FILED 2cc Shff
m/3:04/BN
SEP 30 2005
Atty pd. 85.00
William A. Sh...
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 $2,085.26.

5. Plaintiff has made demand upon the defendant(s)for payment of the balance due of $2,085.26 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 $2,085.26 at the rate of 9.99% from the date of April 29, 2004, 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

8/30/2004

KIMBERLY A RENAUD
126 SW 3RD AVE
CLEARFIELD PA 16830

DAVID C RENAUD
126 SW 3RD AVE
CLEARFIELD PA 16830

Statement of Account

Cavalry Reference Number:	03545419
Original Account Number:	5437000285444248
Original Institution:	Household
Current Statement Date	8/30/2004
Date of Charge Off	10/31/2000
Date of Purchase	4/1/2004
Last Payment Date	4/29/2004
Principal as of 8/30/2004	2018.42
Accumulated Interest	$66.84
Account Balance	$2085.26
Costs	$0
Other Charges	$0
Interest Rate	9.99%

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.

CL0081

inaccurate, you may notify us and request us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at P.O. Box 98706, Las Vegas, NV 89193.

WAIVER
We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

UPDATED FINANCIAL AND OTHER INFORMATION
Upon request, you agree to promptly give us accurate financial and other information about yourself.

SEVERABILITY
If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

ARBITRATION
You agree any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following three arbitration administrators: the National Arbitration Forum ("NAF"), the American Arbitration Association ("AAA") or JAMS. The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. We agree not to invoke our right to arbitrate an individual Claim you may bring in small claims court or an equivalent court, if any, so long as the Claim is pending only in that court. The rules and forms of the NAF, AAA and JAMS may be obtained by writing to these organizations at the addresses listed below. Our address for service of process under this provision is Household Credit Services, Inc., P.O. Box 98740, Las Vegas, NV 89193-8740.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties. On any Claim you file, you will pay the first $50 of the filing fee. At your request we will pay the remainder of the filing fee and any administrative or hearing fees charged by the arbitration administrator on any Claim submitted by you in arbitration up to a maximum of $1,500. If you are required to pay any additional fees to the arbitration administrator, we will consider a request by you to pay all or part of the additional fees; however, we shall not be obligated to pay any additional fees unless the arbitrator grants you an award. If the arbitrator grants an award in your favor, we will reimburse you for any additional fees paid or owed by you to the arbitration administrator up to the amount of the fees that would have been charged if the original Claim had been for the amount of the actual award in your favor. The parties shall bear the expense of their respective attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the arbitration administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any fees we have previously paid to the arbitration administrator or for which we are responsible.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and provide written reasoned findings of fact and conclusions of law. The arbitrator's award shall not be subject to appeal except as permitted by the FAA. The parties agree that the award shall be kept confidential. Judgment upon the award may be entered in any court having jurisdiction.

This arbitration agreement shall survive termination of your Account as well as the repayment of all amounts borrowed hereunder. If any portion of this arbitration agreement is deemed invalid or unenforceable under any law or

this arbitration agreement or the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration agreement, this arbitration agreement shall govern. No class actions or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the written consent of you and us.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

You may contact, obtain the arbitration rules of, or file a Claim with NAF, AAA, or JAMS as follows:

National Arbitration Forum	American Arbitration Association	JAMS
P.O. Box 50191	1150 Connecticut Ave, NW, 6th Floor	45 Broadway
Minneapolis, MN 55405	Washington, DC 20036-4104	New York, NY 10006
www.arb-forum.org	www.adr.org	www.jamsadr.com
Code of Procedure	Arbitration Rules for Consumer Disputes (Claims under $10,000) Commercial Arbitration Rules (all other claims).	Financial Services Arbitration Rules and Procedures.

What To Do If There's An Error In Your Bill

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE
This notice contains important information about your Account rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address 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 information:
- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

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

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

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

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. 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

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

(a) You must have made the purchase in the same state as your current designated address or, if not within the same state, within 100 miles from that 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.

Household Credit Services, Inc. provides processing services for Household Bank (SB), N.A.

You may write to us at:
Household Bank (SB), N.A.
1111 Town Center Drive
Las Vegas, Nevada 89134
Website Address: www.householdbank.com

Thomas M. Kimble
Executive Vice President
June 1, 2003

Household Bank®

Cardmember Agreement and Disclosure Statement

Please keep this with your important papers.

AG1819 (7/03)

The changes highlighted in blue herein are effective with the first day of your billing cycle that ends in November 2003. These changes will apply to new and existing balances on your Account.

AGREEMENT TO TERMS AND DEFINITIONS
This Cardmember Agreement and Disclosure Statement, the enclosed document with "Important Information Regarding Your Account", and any amendments to them are collectively the "Agreement" that governs the open end line of credit we have established for you (your Account). "You" and "your" refer to all persons who applied for the Account. "We," "us," and "our" refer to Household Bank (SB), N. A. "Card" means any credit cards issued to you under this Agreement. You and we are bound by this Agreement from the date of your first transaction. You may cancel your Account before using it without paying any fees.

You agree to use your Account only for personal, family, household, or charitable purposes. You agree not to use your Account to make payments to us or to any of our affiliates. You agree to only use your Account for valid and lawful purposes and that if your Account is used for any other purposes you are responsible for such use and may be required to reimburse us and either MasterCard International Incorporated or Visa International for all resulting amounts and expenses.

PROMISE TO PAY
You promise to pay according to the terms of this Agreement for all: (a) credit we extend to you or to anyone you authorize to use your Account; (b) Finance Charges, late charges, over limit charges and administrative charges (e.g. for research, returned checks, etc.) provided in this Agreement: and (c) collection costs attorneys' fees to the extent permitted by applicable law.

If your Account is a joint Account, each joint Accountholder is jointly and individually responsible for all amounts due under this Agreement regardless of any divorce or other legal proceedings or any agreement that may effect liability between you. If either joint Accountholder denies liability for amounts owed we may close your Account. If we do, you must continue to pay according to the terms of this Agreement, but you will not be able to make new charges on your Account.

USING YOUR ACCOUNT
You can access your Account using your Card or by other means approved by us which may include cash advance transactions. Cash advances include all advances to get cash over the counter, through an ATM, balance transfers, or other "cash-like" transactions (such as purchasing a money order, traveler's check, casino or betting chip, or a lottery ticket) as determined by us. We may limit the dollar amount and/or frequency of any type of transaction without notice to you.

YOUR CREDIT LIMIT
We will advise you of your credit limit, which may change from time to time. You agree not to allow your unpaid balance to exceed your credit limit. Your unpaid balance includes Finance Charges and other charges. We may set a separate credit limit for cash advance transactions. We are not required to extend credit if you have exceeded your credit limit or if the amount requested would cause you to exceed your credit limit. If you exceed your credit limit you agree to pay us that excess amount immediately. Your available credit may not reflect your payments for up to 14 days.

PAYMENT
You must pay at least the Minimum Payment by the Payment Due Date. The Payment Due Date will be determined by us but will be at least 20 days after the close of your billing cycle. You may pay more than the Minimum Payment and may pay the entire amount due (the New Balance) at any time. Your Minimum Payment due will be rounded up to the next whole dollar. Your Minimum Payment each billing cycle is equal to the greater of (i) 2.5% of the New Balance, or (ii) $15 (or the New Balance if it is less than $15). At our option, we may add

Effective with the first day of your billing cycle that ends in November 2003, the immediately preceding PAYMENT paragraph is replaced with the following:

PAYMENT
Each statement you receive from us will identify a Minimum Payment and Current Payment Due. The Minimum Payment is calculated as follows:

(1) If your New Balance is not more than $18, your Minimum Payment is the New Balance.

(2) If your New Balance is more than $18, your Minimum Payment is the greater of:

- 3% of the New Balance shown on your statement, or
- $18

The Current Payment Due is the sum of:

- your Minimum Payment, and
- the greater of any amount past due, or any overlimit amount.

An overlimit amount is the amount by which your New Balance exceeds your credit limit. Your Minimum Payment and Current Payment Due will be rounded up to the nearest dollar, unless doing so will cause the resulting value to exceed the New Balance.

You must pay at least the Current Payment Due in time to be credited to your Account by the Payment Due Date, and failure to do so constitutes a default of this Agreement. If you do not pay at least the Minimum Payment and any amount past due in time to be credited to your Account by the Payment Due Date, you may be assessed a late payment fee. Instructions for making payments are on your billing statement. For a payment to be credited to your Account as of a particular day, we must receive your payment by the date and time and in the manner specified in those instructions. The Payment Due Date will be determined by us but will be at least 20 days after the close of your billing cycle (the "Statement Date"). You must pay any overlimit or past due amount immediately. You may pay more than the Current Payment Due and may pay the entire New Balance at any time.

All payments must be in U.S. dollars. If you pay by mail it must be sent to the address specified on your billing statement. If you pay by negotiable instrument, such as a money order or check, it must be in a form that is acceptable to us and must be drawn on a U.S. financial institution. **Disputed payments, including those marked "Payment in Full" or otherwise restrictively endorsed, must be sent to the address for written inquiries shown on your statement.** We can accept such payments, and any that are late or partial, without waiving our rights under this Agreement. **If your bank returns your check for insufficient or uncollectible funds you authorize us to collect it electronically via an ACH transaction.**

You may request a change to your billing cycle date no more than once a year. You agree that changes based on your request may shorten any Grace Period you may have or increase the time period for which you pay periodic Finance Charges.

APPLICATION OF PAYMENTS
Your payments will be applied as we determine, and may change from time to time, without notice.

ANNUAL PERCENTAGE RATES AND PERIODIC RATES
FOR VARIABLE RATE ACCOUNTS
The Daily Periodic Rate used to determine your periodic Finance Charges will be a variable rate which may change. The Spread, Annual Percentage Rate ("APR"), Daily Periodic Rate, and minimum rate of Finance Charge for the variable Customary APR for credit card purchases, balance transfers, and cash advances, and the variable Default APR are indicated on the enclosed document entitled "Important Information Regarding Your Account." We calculate the APR by adding the Index to the applicable Spread (explained on the enclosed document entitled "Important Information Regarding Your Account"). Different types of transactions may have different APRs. The Daily Periodic Rate is the corresponding APR divided by 365.

ANNUAL PERCENTAGE RATES AND PERIODIC RATES
FOR FIXED RATE ACCOUNTS
The Daily Periodic Rate used to determine your periodic Finance Charges will be a fixed rate. The Annual Percentage Rate ("APR") and corresponding Daily Periodic Rate for the fixed Customary APR for credit card purchases, balance transfers, and cash advances, and the fixed Default APR are indicated on the enclosed document entitled "Important Information Regarding Your Account." Different types of transactions may have different APRs. The Daily Periodic Rate is the corresponding APR divided by 365.

PROMOTIONAL RATE OFFERS
At our discretion, we may offer you a Promotional Annual Percentage Rate for any type of transaction. The period of time for which the promotional rate applies may be limited. Certain promotional offers may or may not be subject to Cash Advance Fees. Any promotional rate, the corresponding periodic rates, and the period of time during which it is in effect, will be disclosed to you. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

MINIMUM FINANCE CHARGE
There will be a Minimum FINANCE CHARGE of $2.00 for each billing cycle in which a periodic Finance Charge is payable. Any Minimum Finance Charge may increase the actual Annual Percentage Rate on your Account.

ANNUAL FEE
The enclosed document entitled "Important Information Regarding Your Account" indicates whether or not your Account is subject to an Annual Fee. If your Account has an Annual Fee, you agree to pay a non-refundable Annual Fee for each year your Account is open or closed with a balance in an amount to be set by us from time to time. The Annual Fee compensates Household Bank, in part, for cardmember services provided or made available to you throughout the membership year which includes, but is not limited to, the right of the cardmember to access customer service staff, the right of the cardmember to withhold payment of disputed charges, and the processing and mailing of the monthly billing statement. You agree that the Annual Fee will be charged to your Account.

LATE CHARGE/LATE PAYMENT FEE
We will add a late charge or late payment fee to your Account for each billing cycle you fail to make a Minimum Payment in time to be credited to your Account by the Payment Due Date. This late charge or late payment fee is $35.

Effective with the first day of your billing cycle that ends in November 2003, the immediately preceding LATE CHARGE/LATE PAYMENT FEE paragraph is replaced with the following:

LATE CHARGE/LATE PAYMENT FEE
We may add a late payment fee to your Account for each billing cycle you fail to pay at least the Minimum Payment, and any amount past due, in time to be credited to your Account by the Payment Due Date. This fee is $35.

RETURNED CHECK CHARGE/RETURNED PAYMENT FEE
We will add a fee to your Account each time a payment check, automatic payment deduction, or similar instrument is not honored or is returned unsatisfied by your bank or other financial institution. This fee is $35.

We will add a fee to your Account each time a credit card check (a convenience check, balance transfer check, electronic check, etc.) is returned unsatisfied by us for any reason. This fee is $35.

You agree that any payment returned unsatisfied for any reason may be reposted to any type of transaction (i.e., cash advance, purchase, etc.), and Finance Charges may be reinstated back to the payment date at the APR being charged for that transaction type.

OVERLIMIT FEE
We will add an overlimit fee to your Account if your balance exceeds your credit limit at any time during that billing cycle. We may impose this fee even if we authorize or impose any charges that cause your balance to exceed your credit limit. This fee is $35.

RESEARCH CHARGE
You agree to pay $7 for each sales slip copy you request and $5 for each statement copy you request.

CHANGE OF TERMS (INCLUDING FINANCE CHARGES)
WE MAY CHANGE OR TERMINATE ALL OR ANY PART OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR PERIODIC PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGE, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. UNLESS OTHERWISE STATED, CHANGES APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

DEFAULT AND TERMINATION OF AGREEMENT
You will be in default under this Agreement if: (a) you fail to make at least the Minimum Payment in time to be credited to your Account by the Payment Due Date; (b) you violate any other provision of this Agreement; (c) you die; (d) you become subject to bankruptcy or insolvency proceedings; (e) you supply us with misleading, false, incomplete or incorrect information; (f) we receive information from third parties, including credit reporting agencies, which indicate a serious delinquency or charge-off with other creditors; (g) you move out of the U.S. or provide us with a non-U.S. mailing address; (h) you exceed your credit limit; (i) your payment is returned unsatisfied by your bank or other financial institution for any reason; or (j) any credit card check is returned unpaid by us. Upon default, we have the right to close your Account, to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. If you do not pay us, your Account balance will continue to accrue Finance Charges and fees until paid in full and will remain subject to all the terms and conditions of this Agreement. If we sue you, or if we hire a third party to collect your Account balance, you will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by law in the state in which you reside, and we will apply your payments first to attorneys' fees and other costs and then to principal and unpaid Finance Charges.

CREDIT AUTHORIZATIONS
Some purchases will require our prior authorization and you may be asked by the merchant to provide identification. If any part of the authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor your Card.

CARD RENEWAL
Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

CARD CANCELLATION
We can close your Account, terminate or suspend your credit privileges or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. Your Account balance will continue to accrue Finance Charges and fees until paid in full and will remain subject to all the terms and conditions of this Agreement. You agree to destroy your Card(s) and any unused credit card checks. We will not honor any credit card check written on your Account or authorize any transactions after your Account has been closed or your credit privileges are terminated or suspended.

CLOSING YOUR ACCOUNT
You can cancel or close your Account by writing to us at P.O. Box 81622, Salinas, CA 93912-1622. Your notice becomes effective within five days after we receive it. If you cancel your Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us, your Account balance will continue to accrue Finance Charges and other fees and will remain subject to all the terms and conditions of this Agreement. You also agree to destroy your Card(s) and any unused credit card checks. We will not honor any credit card check written on your Account or authorize any transactions after your Account is closed.

LIABILITY FOR UNAUTHORIZED USE
You should retain copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon learning of the loss, theft or possible unauthorized use at P.O. Box 81622, Salinas, CA 93912-1622 or calling us at the telephone number listed on your billing statement. You will not be liable for any unauthorized use of your credit card Account when you notify us immediately at the phone number or address above. In any case, your liability for unauthorized use of your credit card will not exceed $50.

SECURITY
We are extending you an unsecured line of credit. We therefore waive any security interest that might arise under this Agreement due to language in other loan agreements you may have with us.

LOST OR STOLEN CREDIT CARD CHECKS
You agree to notify us immediately if any credit card checks are lost or stolen. You may notify us by calling (800) 395-4500.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT
You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

STOP PAYMENT
We will add a $29 fee to the cash advance balance each time payment of a credit card check is stopped at your request. You may stop payment on a credit card check by notifying us in writing at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the telephone number listed on the billing statement. When you write, include the number, payee, amount, and date of the credit card check on which payment is to be stopped. If you call, you must confirm the call in writing within 14 days. A written stop payment will remain in effect for six months unless renewed in writing.

FOREIGN TRANSACTIONS
FOR MASTERCARD® ACCOUNTS
If you effect a transaction with your MasterCard card in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard® cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

FOR VISA® ACCOUNTS
If you incur a charge in a foreign currency, the charge will be converted by Visa International into a U.S. dollar amount. Visa International will use the procedures set forth in its Operating Regulations in effect at the time that the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

APPLICABLE LAW
This Agreement and your Account will be governed by federal law and the laws of the state of Nevada, whether or not you live in Nevada and whether or not your Account is used outside Nevada. This Agreement is entered into in Nevada and all credit under this Agreement will be extended from Nevada.

ASSIGNMENT OF ACCOUNT
We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

CERTAIN PRIVACY PRACTICES
You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You agree that the Department of Motor Vehicles may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other cardmembers. For additional information regarding our privacy practices, please refer to our Privacy Statement previously provided to you.

INFORMATION SHARING WITH AFFILIATES
You agree that we may share information we receive about your creditworthiness ("Credit Information") and/or information relating to our transactions and experiences with you ("Experience Information") with persons related to us by common ownership or affiliated with us by corporate control ("Affiliates"). Our Affiliates may use this information to determine if you qualify for additional offers of credit. You may prohibit the sharing of Credit Information with our Affiliates by writing to us at P.O. Box 81622, Salinas, CA 93912-1622 and including the name, address, social security number, signature and account number (if applicable) for each person making the election. Your request will not apply to the sharing of Experience Information.

CREDIT REPORTING
If you fail to fulfill the terms of this Agreement, a negative report reflecting on your credit record may be submitted to a credit reporting agency. If any specific information related to your Account transactions or credit experience with us is

November 1, 2005

Gordon & Weinberg, P.C.
21 South 21st Street
Philadelphia, PA 19103
Attn: Frederic I. Weinberg, Esquire

FILED

NOV 10 2005

o/ 3:40 (a—
William A. Shaw
Prothonotary
no c/c

RE: Cavalry Portfolio Services, LLC
as assignee of Cavalry Investments, LLC, as assignee
of eCast Settlement Corp. as assignee of Household
7 Skyline Drive
Hawthorne, NY 10532

Docket No. 05-1522-CD

Dear Mr. Weinberg,

This letter is in response to the legal documents received on October 17th regarding the above case. The balance in dispute was originally a Household credit card with a balance of approximately $9,500.00. In the year 2000, it was turned over to Risk Management Alternatives, who worked with eCast Settlement Corp. to collect the balance. At that time, I was contacted by RMA and began making monthly payments on the balance which continued up until April 2004. Troy Stoffel of RMA contacted me on a monthly basis to make arrangements for the payments. A payment was made on April 27th in the amount of $300.00 which left a balance remaining on this account of $2,803.89. Sometime at the end of April, I was contacted by RMA again. This time, not by Mr. Stoffel, but by Mark Polson. I can't be sure of his exact name, but that is how I remember it. I asked why he was contacting me when I had been working with Mr. Stoffel for a few years. He informed me that he was contacting me to advise me that my account was due to be sold to an outside company at the end of April. The only way to avoid this would be to pay off the account. At that time, he arranged for a 35% settlement which would amount to an additional $786.00. This needed to be paid by April 30th to avoid the account being sold to Cavalry Portfolio. He informed me that Cavalry was very aggressive in collecting, and would most likely require the full balance to be paid in full. I had paid on this account for about four years and was very upset by this phone call. I felt I had no choice but to agree to the settlement amount. Therefore, on April 30th a payment of $786.00 was made to RMA to pay this account in full. I have enclosed copies of both the $300.00 check and the $786.00 check. I did not receive anything in writing from RMA, as the time did not allow. I had only a matter of days to come up with the money. I made this payment in good faith with the RMA representative. I told him at the time I was very reluctant due to the pressure I was under and he assured me it was in my best interest. This was obviously not the case.

In August 2004, I received a letter from Cavalry Portfolio stating they had, in deed, purchased my account from RMA. The balance owed was $2,072.00. I was quite disturbed by this letter and right away phoned Cavalry, as well as RMA. I could not get anyone at RMA to return my phone calls and was told by Cavalry that RMA would need to send something to their compliance dept. to say this was cleared. I assumed with this phone call that the matter was taken care of. I also sent a letter to Cavalry on August 27th, which I have enclosed a copy of. I never received a reply from them after my letter. Once again, I thought this matter was settled.

On September 16th, a letter was sent by your office now stating the account was placed with your office. On September 22nd, I once again replied with a letter explaining this in detail. A copy of that letter is also enclosed. I received no reply from your office after that letter. My only mistake was not following up on this until it was resolved. I did what your letter told me at that time, was to respond in writing within 30 days and I did that.

On October 17th, my husband and I were served with the latest papers for this so called unpaid debt. This debt was paid to the original collector, Risk Management. I would never had agreed to pay the additional $786.00 in April of 2004 if I didn't think this was going to get them off my back. This was a considerable hardship on my family at the time; we were not prepared for it.

This account should never have been turned over to Cavalry Portfolio to begin with. Payment was made to RMA prior to the end of April 2004 as I was instructed to do. I would very much appreciate your investigation into this matter. I do not feel it is owed. Please reply at your earliest convenience.

Sincerely,
Kimberly A. Renaud
Kimberly A. Renaud

cc: Clearfield County Courthouse

cc: Cavalry Portfolio
cc: Risk Management

2014698

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

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

SEP 30 2005

Attest.

Prothonotary/ Clerk of Courts

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

Cavalry Portfolio Services, LLC as assignee of Cavalry Investments, LLC, as assignee of eCast Settlement Corp. as assignee of Household
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1522-CD

Kimberly A. Renaud
126 SW 3rd Avenue
Clearfield PA 16830
and
David C. Renaud
126 SW 3rd Avenue
Clearfield PA 16830

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

X 1030, HAWTHORNE, NY 10532

N SERVICE REQUESTED

Cavalry Portfolio Services, LLC

1-800-501-0909 (PH) / 1-914-347-1973 (FAX)

08/16/2004

RE: Original Institution: Household
Original Account Number: 5437000285444248
Cavalry Reference Number: 03545419
Balance Due: $2,072.00

DAVID C RENAUD
126 SW 3RD AVE
CLEARFIELD PA 16830-1814

Dear DAVID C RENAUD,

This letter serves as notice that the above-referenced account has been purchased by Cavalry Investments, LLC and has been referred to Cavalry Portfolio Services, LLC ("Cavalry") for collection.

It is important that you:

- Contact us to arrange repayment terms (however, see your validation rights below).
- Forward all future payments to the above address in order to insure proper credit and avoid delays in payment posting.

Unless you notify this office within (30) days after receiving this letter that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

If you notify this office in writing within (30) days after receiving this letter that you dispute all or a portion of this debt, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

If you request, in writing, within thirty (30) days after receiving this notice, Cavalry will provide you with the name and address of the original creditor.

If you have any questions or would like to discuss payment solutions you may speak to a Customer Service Representative to resolve your account by calling us toll free at 1-800-501-0909.

Sincerely,

Customer Service Manager

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
This communication is from a debt collector.
"See Reverse Side for Important Information Concerning Your Rights"

PLEASE DETACH ON PERFORATION AND RETURN BOTTOM PORTION WITH YOUR PAYMENT.

PAYMENT COUPON

Cavalry Portfolio Services, LLC

REMIT PAYMENTS TO:

ACCOUNT NUMBER	03545419
BALANCE DUE	$2,072.00

CAVALRY PORTFOLIO SERVICES, LLC
P.O. BOX 27288
TEMPE, AZ 85282-7288

NO CALLS ARE NECESSARY IF PAYMENT IS INCLUDED

(QESP)10:T015:003277:001:0000. : CAV309

CAVL161XX

P.O. BOX 1030, HAWTHORNE, NY 10532
RETURN SERVICE REQUESTED

Cavalry
Portfolio Services, LLC

1-800-501-0909 (PH) / 1-914-347-1973 (FAX)

08/16/2004

RE: Original Institution: Household
Original Account Number: 5437000285444248
Cavalry Reference Number: 03545419
Balance Due: $2,072.00

KIMBERLY A RENAUD
126 SW 3RD AVE
CLEARFIELD PA 16830-1814

Dear KIMBERLY A RENAUD,

This letter serves as notice that the above-referenced account has been purchased by Cavalry Investments, LLC and has been referred to Cavalry Portfolio Services, LLC ("Cavalry") for collection.

It is important that you:

- Contact us to arrange repayment terms (however, see your validation rights below).
- Forward all future payments to the above address in order to insure proper credit and avoid delays in payment posting.

Unless you notify this office within (30) days after receiving this letter that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

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Customer Service Manager

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This communication is from a debt collector.
"See Reverse Side for Important Information Concerning Your Rights"

PLEASE DETACH ON PERFORATION AND RETURN BOTTOM PORTION WITH YOUR PAYMENT.

PAYMENT COUPON

Cavalry
Portfolio Services, LLC

REMIT PAYMENTS TO:

ACCOUNT NUMBER	03545419
BALANCE DUE	$2,072.00

CAVALRY PORTFOLIO SERVICES, LLC
P.O. BOX 27288
TEMPE, AZ 85282-7288

NO CALLS ARE NECESSARY IF PAYMENT IS INCLUDED

TU-5.003278:001 0000: : CAV309 CAVL16IXX

August 27, 2004

Cavalry Portfolio Services, LLC
P.O. Box 1030
Hawthorne NY 10532

RE: David C. & Kimberly A. Renaud
Original Account Number: 5437000285444248
Reference Number: 03545419
Balance of $2,072.00

To whom it may concern,

In regard to the enclosed letter my husband and I both received from you regarding the above balance. When this account was with Risk Management Alternatives, Inc., we settled on April 30, 2004. I spoke with, I believe, Mark Polson of RMA. He advised me at that time that if I did not settle, my account would be sold to your Company. Since I was so near to paying it off, naturally, I did not want this to happen. I had just made my regular payment of $300.00 which I had been making for quite some time. To avoid having my account sold I then on April 30th sent him another $786.00 which was to 'settle the account'. I was told my account was cleared and would not be sold to any outside Company for the balance.

I have phoned RMA three times in the last week and left a message for someone to return my phone call so I could discuss this and I have yet to receive a call back. Possibly, they faxed you or sent you the information you need to know that this was paid. Hopefully, that is the case. I would appreciate hearing from you at your earliest convenience as I haven't been able to get any where with Risk Management.

Sincerely,

Kimberly A. Renaud

Kimberly A. Renaud

Home Phone No. 814-765-2556

MARC R. GORDON
FREDERIC I. WEINBERG*
DEAN I. ORLOFF*
PAUL M. SCHOFIELD, Jr.*
*Also member NJ Bar

GW Gordon & Weinberg, P.C.
Attorneys at Law

SAMUEL F. PEPPER
(1905-1992)

PAUL BREEN
(1931-1995)

21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103

PHONE: (215) 988-9600
FACSIMILE: (215) 988-9601

September 16, 2004

Kimberly A. Renaud
126 SW. 3rd Avenue
Clearfield PA 16830

RE: Cavalry Portfolio Services, LLC as assignee of Cavalry Investments, LLC, as assignee of eCast Settlement Corp. as assignee of Household vs. Kimberly A. Renaud
Amount Due: $2,094.96 - My File No: 2014698

Dear Ms. Renaud:

Your delinquent account in the above matter has been referred to this office for collection with instructions to obtain prompt payment. As of the date of this letter, the above amount is due. Because of interest, late charges and other charges, if any, may vary from day to day, the amount due on the day you pay may be greater.

Unless I hear from you in writing within thirty (30) days after receipt of this letter that you dispute the validity of the debt, or any portion thereof, I will assume the debt is valid. If you notify this office in writing that the debt or any portion thereof is disputed, I will obtain verification of the debt or, if the debt is founded upon a judgment, a copy of the judgment will be obtained, and I will mail to you a copy of such verification or judgment. Upon written request within thirty (30) days, I will provide you with the name and address of the original creditor, if different from the current creditor.

This letter and any future letters from our firm are an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,

FREDERIC I. WEINBERG, ESQUIRE

FIW/CMC
D101J

505 CHURCH STREET
NORRISTOWN, PA 19401

1200 LAUREL OAK ROAD
SUITE 104
VOORHEES, NJ 08043

C R. GORDON
EDERIC I. WEINBERG*
EAN I. ORLOFF*
PAUL M. SCHOFIELD, Jr.*
*Also member NJ Bar

Gordon & Weinberg, P.C.
Attorneys at Law

SAMUEL F. PEPPER
(1905-1992)

PAUL BREEN
(1931-1995)

21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103

PHONE: (215) 988-9600
FACSIMILE: (215) 988-9601

September 16, 2004

David C. Renaud
126 SW 3rd Avenue
Clearfield PA 16830

RE: Cavalry Portfolio Services, LLC as assignee of Cavalry Investments, LLC, as assignee of eCast Settlement Corp. as vs. David C. Renaud, et al.
Amount Due: $2,094.96 - My File No: 2014698

Dear David C. Renaud:

Your delinquent account in the above matter has been referred to this office for collection with instructions to obtain prompt payment. As of the date of this letter, the above amount is due. Because of interest, late charges and other charges, if any, may vary from day to day, the amount due on the day you pay may be greater.

Unless I hear from you in writing within thirty (30) days after receipt of this letter that you dispute the validity of the debt, or any portion thereof, I will assume the debt is valid. If you notify this office in writing that the debt or any portion thereof is disputed, I will obtain verification of the debt or, if the debt is founded upon a judgment, a copy of the judgment will be obtained, and I will mail to you a copy of such verification or judgment. Upon written request within thirty (30) days, I will provide you with the name and address of the original creditor, if different from the current creditor.

This letter and any future letters from our firm are an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,

FREDERIC I. WEINBERG, ESQUIRE

FIW/CMC
D101D

505 CHURCH STREET
NORRISTOWN, PA 19401

1200 LAUREL OAK ROAD
SUITE 104
VOORHEES, NJ 08043

September 22, 2004

Gordon & Weinberg, P.C.
21 South 21st St.
Philadelphia, PA 19103

RE: File No. 2014698
David C. & Kimberly A. Renaud
126 S.W. 3rd Ave.
Clearfield, PA 16830

Attn: Frederic I. Weinberg, Esquire

Dear Mr. Weinberg,

Today, I am in receipt of the letter dated September 16th regarding the Cavalry Portfolio Services/Household account. This credit card account was placed with Risk Management Alternatives, I believe in December of 2000. At that time, the balance on the account was approximately $9,500.00. Since that time, I had made my payments to RMA up until April of 2004. At that time, I was contacted by Mark Polson of RMA and told that I needed to settle on the balance which was $3,103.89 at that time. If I did not settle, it would be sold to Cavalry Portfolio Services and the full balance would need to be paid at once. I had just made a regular payment of $300.00 on April 27th; therefore, I naturally did not want this account to be sold since I had been paying on it and had the balance down so far at that point. I was told by Risk Management that if I would pay an additional $786.00 by the end of April, this would 'settle the account'. It would not be sold to an outside Company. On April 30th, this amount was paid and deducted from my personal checking account. I took the word of Mr. Polson at RMA that this account was now closed. If not, I certainly would not have sent the large payment at the end of April.

On August 16th, 2004 a letter was sent to my husband and myself from Cavalry Portfolio stating that the balance of $2,072.00 had in deed been turned over to them. I immediately phoned Risk Management and did so numerous times throughout the week leaving messages for someone to return my call. With no response from RMA, I then sent a letter to Cavalry Portfolio which I have enclosed a copy of stating what I have just explained. Once again, I have heard from no representative of RMA or Cavalry. It is very disturbing, at this point, to have received your letter. I have tried to send a fax through to Cavalry but the number on their letterhead does not respond. I have not been able to resolve this since being notified by Cavalry on August 16th. As of today, I will begin again to make phone calls to RMA to see where the problem lies. My original account number with RMA was 814550910. I originally dealt with a Troy Stoffel and then in April was contacted by, I believe his name was Mark Polson. Possibly, this information will be of help. Otherwise, I will attempt once again, to straighten this out.

Sincerely,

Kimberly A. Renaud

Kimberly A. Renaud

Clearfield Bank & Trust

Account Number: 12479063-D

DAVID C RENAUD
OR KIMBERLY A RENAUD
126 SW 3RD AVE
CLEARFIELD PA 16830-1814

DAVID C OR KIMBERLY RENAUD
126 SW 3RD AVE
CLEARFIELD, PA 16830

Check No. 99999

April 27, 2004

Pay To The Order Of RISK MANAGEMENT ALTERNATIVES, INC. $ 300.00******

Three Hundred and 00/100 DOLLARS

CLEARFIELD BANK & TRUST CO

DAVID C OR KIMBERLY RENAUD
BY: RMA - MINNESOTA

8-81455-eCAST Settlement Co., Inc

⑆031306294⑆ 12479063⑈ 99999 ⑈0000030000⑈

Front of Item #:158101002007328, Amount:$300.00, Date:04/29/2004

04292004
0610-0014-6
ENT=3831 TRC=3831 PK=06

04/29/2004

063107513
2217725119

Back of Item #:158101002007328, Amount:$300.00, Date:04/29/2004

DAVID C OR KIMBERLY RENAUD
126 SW 3RD AVE
CLEARFIELD, PA 16830

Check No. 8888

April 30, 2004

Pay To The Order Of RISK MANAGEMENT ALTERNATIVES, INC. $ 787.00******

Seven Hundred Eighty-Seven and 00/100 DOLLARS

CLEARFIELD BANK & TRUST CO

DAVID C OR KIMBERLY RENAUD
BY: RMA - MINNESOTA

8-81455-eCAST Settlement Co., Inc

⑆031306294⑆ 12479063⑈ 8888 ⑈0000078700⑈

Front of Item #:158701002003602, Amount:$787.00, Date:05/05/2004

05052004
031000040 FRB-PHILA
ENT=1871 TRC=1871 PK=15

05/05/2004

063107513
2013454479

Back of Item #:158701002003602, Amount:$787.00, Date:05/05/2004

Canceled checks for two payments

P.O. BOX 105816
ATLANTA, GA 30348
RETURN SERVICE REQUESTED

December 11, 2000

RMA

RISK MANAGEMENT ALTERNATIVES, INC.

1500 COMMERCE DRIVE
MENDOTA HEIGHTS, MN 55120
800-488-3213

***AUTO**MIXED AADC 283
814554825 374-T2:2
KIMBERLY A RENAUD
126 SW 3RD AVE
CLEARFIELD, PA 16830-1814

RISK MANAGEMENT ALTERNATIVES, INC.
PO BOX 7247-7156
PHILADELPHIA, PA 19170-7156

REFERENCE: 5437000285444248-814554825

** DETACH UPPER PORTION AND RETURN WITH PAYMENT **

Re: eCAST Settlement Co., Inc / HOUSEHOLD CREDIT
Reference #: 5437000285444248
Account #: 814554825

1500 COMMERCE DRIVE
MENDOTA HEIGHTS, MN 55120
800-488-3213

Dear KIMBERLY A RENAUD,

Your HOUSEHOLD CREDIT credit card account and balance has been sold to eCAST Settlement Co., Inc. The sale of your account and balance does not affect any other term or condition of your credit card agreement, other than terms directly related to the servicing of your account.

I'm writing to tell you that eCAST Settlement Co., Inc has authorized Risk Management Alternatives, Inc. to collect your outstanding balance of $9553.89.

To ensure prompt processing of your payment, write your account number on your check/money order payable to Risk Management Alternatives, Inc. and mail in the enclosed envelope. Thank you for your cooperation.

Sincerely.
800-488-3213
Account Representative

OFFICE HOURS ... JR. 7:30 A.M.-9:00 P.M.
... A.M.-12:00 P.M.

This is original letter received when account was turned over to RMA

... provisions in the Federal Fair Debt Collection Practices Act, ... days after receiving this notice that you dispute the validity ... office will assume this debt is valid. If you notify this office ... ng this notice, this office will: obtain verification of the debt ... ail you a copy of such Judgement or verification. Also, if ... n 30 days after receiving this notice, this office will provide ... original creditor if different from the current creditor. This ... and is an attempt to collect a debt. Any information

... ny interest charged by your creditor.

... formation.

R4825

P.O. BOX 105816
ATLANTA, GA 30348

RMA RISK MANAGEMENT ALTERNATIVES, INC.

ADDRESS SERVICE REQUESTED

1500 COMMERCE DRIVE
MENDOTA HEIGHTS, MN 55120
(800)295-3496

April 22, 2004

3,103.89
- 300.00 4.27
2803.89
- 786.00 settlement 4-30
($2,017.89) $0 Balance

00003029 1900
814550910 FACMINN
KIMBERLY A RENAUD
126 SW 3RD AVE
CLEARFIELD, PA 16830-1814

Creditor: eCAST Settlement Co., Inc
Balance: $3,103.89
Reference#: 5437000285444248
Account Number: 814550910

POST- DATED CHECK CONFIRMATION

Thank you for your post-dated check in the amount of $300.00. We will be depositing your check on the agreed date, 4/27/2004.

Please make sure that sufficient funds are available in your account.

To discuss this account please call:
Account Representative
800-295-3496

866-483-5139 Compliance Fax Compliance Dept 914-347-7547 attn: compliance

Office Hours (C.S.T) Mon - Thurs 7:30 A .M. - 9:00 P.M. Fri 7:30 A.M. - 8:00 P. M. / Sat 7:00 A.M. - 12:0 0 P.M.

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.

Notice: See Reverse Side for Important Information.

S1900 C343 2C154

(Please return this portion with your payment)

KIMBERLY A RENAUD
Reference #: 5437000285444248
Account Number: 814550910 FACMINN
Creditor: eCAST Settlement Co., Inc
Balance: $3,103.89

Correc City: Phone Emplo

This is a copy of the last statement I had from RMA on 4/22/04. I used this during the discussion regarding the settlement agreement

RISK MANAGEMENT ALTERNATIVES, INC.
P.O. BOX 105816
ATLANTA GA 30348-5816

81455

2014698

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

Cavalry Portfolio Services, LLC as assignee of Cavalry Investments, LLC, as assignee of eCast Settlement Corp. as assignee of Household

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 05-1522-CD

Kimberly A. Renaud
and
David C. Renaud

PRAECIPE TO WITHDRAW COMPLAINT

TO THE PROTHONOTARY:

Kindly withdraw the above-captioned action, without prejudice.

GORDON & WEINBERG, P.C.

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

P006

FILED No cc
m/11:13 BL
NOV 18 2005 copy to Shff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100869
NO: 05-1522-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC
vs.
DEFENDANT: KIMBERLY A. RENAUD and DAVID C. RENAUD

SHERIFF RETURN

NOW, October 17, 2005 AT 9:06 AM SERVED THE WITHIN COMPLAINT ON KIMBERLY A. RENAUD DEFENDANT AT 126 SW 3rd AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID RENAUD, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
01:35 7 [illegible]
FEB 03 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100869
NO: 05-1522-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC
vs.
DEFENDANT: KIMBERLY A. RENAUD and DAVID C. RENAUD

SHERIFF RETURN

NOW, October 17, 2005 AT 9:06 AM SERVED THE WITHIN COMPLAINT ON DAVID C. RENAUD DEFENDANT AT 126 SW 3rd AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID C. RENAUD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100869
NO: 05-1522-CD
SERVICES 2
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC
vs.
DEFENDANT: KIMBERLY A. RENAUD and DAVID C. RENAUD

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	12015	20.00
SHERIFF HAWKINS	GORDON	12015	26.00

Sworn to Before Me This

______ Day of ______________ 2006

____

So Answers,

Chester A. Hawkins
by Marilyn Harr

Chester A. Hawkins
Sheriff