

06-628-CD  
Cavalry Portfolio vs Kova Dickinson

2006-628-CD  
Cavalry Portfolio et al vs Kova Dickinson

2025837

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

FILED, *ccshf*  
M 19:45 6/21  
APR 24 2006 *Any pd.*  
85.00  
*LM*

William A. Shaw  
Prothonotary/Clerk of Courts

Cavalry Portfolio Services, LLC  
as Assignee of Cavalry  
Investments, LLC as Assignee of  
ECAST Settlement Corp. As  
Assignee of MBNA  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : *06-628-CD*

Kova R. Dickinson  
R R 1 BOX 515  
Olanta PA 16863

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

COMPLAINT IN CIVIL-ACTION

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

2. Defendant 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 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 credit card agreement is attached hereto as Exhibit "A".

4. All the credits to which the defendant is entitled have been applied and there remains a balance due in the amount of \$16,352.98.

5. Plaintiff has made demand upon the defendant for payment of the balance due of \$16,352.98 but the defendant has failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant the sum of \$16,352.98 at the rate of 12.99% from the date of May 30, 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 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"



## **ASSIGNMENT OF ACCOUNTS**

Fleet Bank (RI), National Association, as successor in interest to First North American National Bank, (the "Seller") for value received, without recourse, transfers, sells and assigns to eCast Settlement Corporation, (the "Buyer"), all rights, title and interest in and to (i) each unsecured consumer credit card and line of credit account described on computer files furnished by the Seller to the Buyer in connection herewith; and (ii) all proceeds, if any, of such accounts (each, an "Account") on and after December 12, 2003.

Any proofs of claim with respect to any of the Accounts, if filed, have been filed under the name of First North American National Bank:

Pursuant to the foregoing assignment, the Seller stipulates that the Buyer may be substituted for the Seller as the valid owner of the Accounts and hereby waives any notice or hearing requirements imposed by Bankruptcy Rule 3001(e)(2) or otherwise.

Each of the obligations of the Seller required to be performed by the Seller on or prior to the date hereof pursuant to the terms of the Purchase Agreement for Chapter 7, Chapter 11, Chapter 12, Chapter 13 Charged-off and Chapter 13 Non-Active Accounts dated January 30, 2004, between the Seller and the Buyer (the "Agreement") has been duly performed; and all representations and warranties of the Seller made under the Agreement are true and correct as of the date hereof.

Dated: January 30, 2004

**FLEET BANK (RI), NATIONAL ASSOCIATION,  
AS SUCCESSOR IN INTEREST TO FIRST  
NORTH AMERICAN NATIONAL BANK**

By:

By: Richard A. Gray 2/20/04

Title: COO FCCS



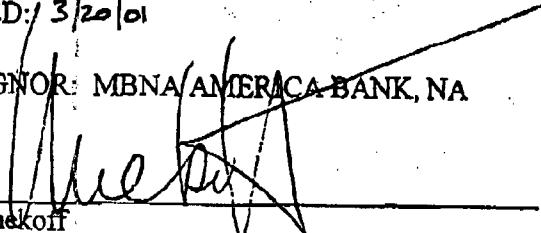
MBNA America Bank (Delaware)  
Wilmington, Delaware 19884

**BILL OF SALE AND ASSIGNMENT OF LOANS**

The undersigned Assignor ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to eCast Settlement Corp., a corporation organized under the laws of New York ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right title and interest in and to each of the loans identified in the loan schedule ("Loan Schedule") attached hereto (the "Loans"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Loans remaining due and owing as of the Cut-off Date applicable to such Loans as set forth in the Loan Sale Agreement pursuant to which the Loans are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

DATED: 3/20/01

ASSIGNOR: MBNA AMERICA BANK, NA

  
Lee Suckoff



www.MBNA.com

MBNA America Bank, N.A.

Wilmington, Delaware 19884

(302) 453-9930

### BILL OF SALE AND ASSIGNMENT OF LOANS

The undersigned Assignor ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to eCast Settlement Corp., a corporation organized under the laws of New York ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right title and interest in and to each of the loans identified in the loan schedule ("Loan Schedule") attached hereto (the "Loans"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Loans remaining due and owing as of the Cut-off Date applicable to such Loans as set forth in the Loan Sale Agreement pursuant to which the Loans are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

DATED: 02/13/02

ASSIGNOR: MBNA AMERICA BANK, NA

A handwritten signature of Jon Geidel, which appears to be "J. Geidel".  
\_\_\_\_\_  
Jon Geidel  
Assistant Vice President



MBNA America Bank, N.A.  
Wilmington, Delaware 19884

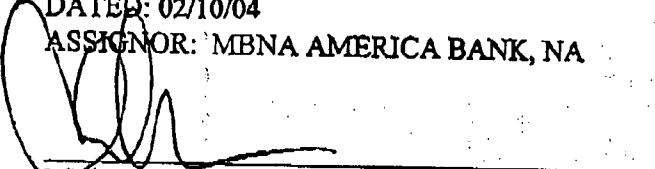
(302) 453-9930

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DATED: 02/10/04

ASSIGNOR: MBNA AMERICA BANK, NA

  
Michael A. Kinane  
Executive Vice President

OCT-14-2004 15:10  
OCT-14-2004 14:29

P.03

P.02

## BILL OF SALE

HOUSEHOLD CARD SERVICES INC. ("Seller"), for value received and pursuant to the terms and conditions of the Amended and Restated Receivables Purchase Agreement ("Agreement") dated as of November 30, 2000 between Seller and others and eCAST Settlement Corporation, ("Purchaser"), does hereby sell, assign and convey to "Purchaser", its successor and assigns, all right, title and interest of Seller in and to those certain Purchased Receivables (as defined in the Agreement) listed on the attached Exhibit "A", without recourse and without representation of, or warranty of, collectibility, or otherwise, except to the extent provided for within the Agreement. For the purpose of this Bill of Sale the Sale File Date shall be August 21, 2001.

EXECUTED this 24th day of August, 2001

Household Card Services Inc.

By

Mike Reeves

Name

Mike Reeves

Title

Vice President

OCT-14-2004 15:11  
OCT-14-2004 14:30

P.04  
P.03



EXHIBIT A  
BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Account Purchase Agreement between Chase Manhattan Bank USA, National Association ("Seller") and e-Cast Settlement Corporation ("Purchaser"), dated as of May 25, 2001, Seller does hereby sell, assign and convey to Purchaser, its successors and assigns, all right, title and interest of Seller in and to those certain Judgment accounts described in the data files on the diskette provided to Purchaser as of the date hereof and made a part hereof for all purposes.

This BILL OF SALE is executed without recourse and without representation of or warranty, or otherwise, expressed or implied.

Executed this 19<sup>th</sup> day of October, 2001

CHASE MANHATTAN BANK USA,  
NATIONAL ASSOCIATION

By: Keith Schuck  
Keith Schuck  
Senior Vice President

52-O  
(NCO)

### BILL OF SALE

Discover Bank ("Seller"), for value received, and pursuant to the terms and conditions of the Credit Card Accounts Sale Agreement with an Effective Date of July 1, 2002 (the "Agreement") between Seller and eCAST Settlement Corporation ("Buyer"), transfers, sells, assigns, conveys, grants and delivers to Buyer, its successors and assigns all of the Seller's right, title and interest in and to (i) the Seller's unsecured credit card accounts (including any receivables thereunder), established pursuant to the cardmember agreements between Seller and the obligors liable for the performance of the unsecured credit card accounts (the "Sold Accounts"), which are described on the computer file furnished to the Buyer by Seller pursuant to the terms of the Agreement, the satisfactory receipt of which has been acknowledged by Buyer, and (ii) all proceeds of such Sold Accounts after the Cut-off date, as defined in the Agreement.

This Bill of Sale is executed without recourse and without representation of or warranty of title, collectability, or otherwise, express or implied, except as set forth in the Agreement.

Executed as of the 21st day of November, 2002.

DISCOVER BANK

By: Roger P. Rayor

Name: Roger P. Rayor

Title: VP Bank Operations

ASSIGNMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cavalry Investments, LLC, a Delaware limited liability company ("Assignor"), does hereby absolutely and irrevocably, with recourse, assign, transfer and convey to Cavalry SPV I, LLC, a Delaware limited liability company ("Assignee"), (a) all of Assignor's rights, title, interests and obligations under and with respect to the Receivables Sale Agreement dated as of April 13, 2004 by and between eCast Settlement Corporation and Assignor, as amended by Amendment No. 1 to Receivables Sale Agreement dated as of April 30, 2004 (as amended, the "Agreement") as such rights, title, interests and obligations relate to the Existing Receivables (as defined in the Agreement) and (b) all of Assignor's rights, title and interests in, under and to all Existing Receivables (as defined in the Agreement) and all Computer Files (as defined in the Agreement) purchased thereunder.

Assignee hereby accepts such assignment and transfer and hereby assumes all of Assignor's rights and obligations under the Agreement with respect to the Existing Receivables (as defined in the Agreement).

This Assignment shall be construed in accordance with the laws of the State of New York.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of this 10th day of September, 2004.

ASSIGNOR:

CAVALRY INVESTMENTS, LLC

By: 

Name: Michael S. Godner  
Title: Executive Vice President  
and Chief Financial Officer

ASSIGNEE:

CAVALRY SPV I, LLC

By: 

Name: Michael S. Godner  
Title: Chief Financial Officer  
and Treasurer

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**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that eCast Settlement Corporation ("Seller"), with respect to those certain purchased Receivables, described in that certain Receivables Sale Agreement dated as of April 13, 2004, as amended by Amendment No. 1 to Receivables Sale Agreement dated as of April 30, 2004 (as amended, the "Agreement") between Seller and Cavalry Investments, LLC ("Purchaser"), hereby names, constitutes and appoints Purchaser, any Third Party Owner, or any of their authorized agents, employees or representatives, its duly authorized attorney and agent with limited power and authority to (i) endorse checks and other negotiable instruments which may be received by Purchaser; (ii) transfer and obtain any evidence of ownership or Receivable Documents; (iii) settle any insurance claims or litigation and apply for any insurance, warranty or sales tax refunds; (iv) assign judgement and arbitration awards; and (v) to perform any and all acts relating to the Receivables which the undersigned was entitled to do as the owner of said purchased Receivables. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

EXECUTED this 30th day of April, 2004.

SELLER: eCast Settlement Corporation

By: Timothy E. Stapleford  
Name: Timothy E. Stapleford  
Title: Executive Vice President

STATE OF New York)  
COUNTY OF New York) ss.

This instrument was acknowledged before me on the 30th day of April, 2004 by  
Timothy Stapleford as Exec VP on behalf of eCast Settlement Corporation.

Frances Sacco  
Notary Public in and for the State of New York

FRANCES SACCO  
NOTARY PUBLIC, State Of New York  
No. 01SA4880273  
Qualified In Queens County  
Commission Expires December 15, 2006

## Credit Card Agreement

### General

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying cardholder which is incorporated herein and made a part hereof. The words "we," "us" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account, you agree to the terms in this Agreement. You should sign your card before you use it.

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of these companies.

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your cardholder.

### Information Gathering and Sharing

From time to time we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA Affiliate Information Sharing, P.O. Box 15942, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA America account numbers.

If you believe that inaccurate or incomplete information about you or your account has been shared by us with a credit reporting agency, write to us at MBNA Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain which information you believe is inaccurate or incomplete.

## **How To Use Your Account**

You may use your credit card to purchase or lease goods or services from persons who honor the card. You may also use your card to obtain Cash Advances. You may not use a Check Cash Advance or any other Cash Advance to make a payment on this or any other credit account with us. You may not use your account for business or commercial purposes.

Certain establishments may cash your personal checks upon presentation of your card. In the event we are required to pay the amount of a check cashed in this way because the check is not paid for any reason, we will charge your account for a Cash Advance in the amount of the check and any processing charge we actually incur.

If you permit any person to have access to your card or account number with the authorization to make a charge, you may be liable for all charges made by that person including charges for which you may not have intended to be liable.

The transaction date for Check Cash Advances and Balance Transfers is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

You may request a stop payment on Check Cash Advances by providing us with the check number, dollar amount, and payee exactly as they appear on the Check Cash Advance. Oral and written stop payment requests on Check Cash Advances are effective for six months from the day that we place the stop payment on your account.

You may not use a postdated Check Cash Advance to obtain credit under your account. If you do postdate a Check Cash Advance, we may elect to honor it upon presentation or return it unpaid to the party which presented it to us for payment, without in either case awaiting the date shown on the Check Cash Advance. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

## **Repayment**

You promise to pay us the amounts of all credit you obtain; this includes all purchases, cash advances, fees,

**Charges and Insurance Premiums we assess against your account and Finance Charges**

You may pay the entire amount outstanding at any time. You must pay each month at least the minimum payment shown on your monthly statement. If you overpay or if a credit balance is otherwise created in your account, we will not pay interest on such amounts. Your payment will be allocated in a manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balance with higher APRs. This will result in new balances with a lower rate of interest being paid before any other existing balances. All payments will be credited to your account for the billing cycle in which each payment is received; however, your available credit may not be increased by the amount of the payment until your funds have cleared. Minimum monthly payments cannot be made in advance and payments made in any billing cycle which are greater than the minimum payment due will not affect your obligation to make subsequent minimum payments each month. We can reject payments not denominated in U.S. dollars or not drawn on a U.S. Bank. No payment shall operate as an accord and satisfaction without the prior written approval of a senior officer of MBNA America.

All persons who initially or subsequently request accept or use the account are individually and together responsible for any outstanding balance. If two or more persons are responsible to pay any outstanding balance we may refuse to release any of them from liability until all of the unexpired cards outstanding under the account have been returned to us and the balance is paid in full.

**Reasons for Requiring Immediate Payment**

You will be in default and we can require immediate payment of all amounts you owe us: (1) if you fail to make any required payment by the Payment Due Date; (2) your New Balance Total exceeds your credit limit; or if we have established a separate Cash Advance credit limit for you, your outstanding Cash Advance balance exceeds your Cash Advance credit limit; or (3) you fail to abide by any other terms of this Agreement.

If you default, unless prohibited by applicable law, we

can also require you to pay the collection and court costs we incur in any collection proceeding, and a reasonable attorney's fee if we refer your account for collection to an attorney who is not our salaried employee.

Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

#### **Payment Holidays**

We may allow you from time to time, to omit a monthly payment. We will notify you when this option is available. If you omit a payment, Finance Charges and credit insurance premiums, if any, will accrue on your balance in accordance with this Agreement. The requirement that you make a minimum payment each month will forgive your payment holiday.

#### **Charges Made In Foreign Currencies**

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently these regulations and procedures provide that the current 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 or MasterCard 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.

#### **Billing Cycle**

A billing cycle begins on the day after the closing date shown on your account's preceding monthly statement and ends on the closing date that appears on your account's statement for the current month.

#### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth on your card carrier, are assessed as Purchases in the billing cycle in which such charges accrue: (1) a Late Fee; (2) if your account is overlimit, a fee or

**Finance Charges** assessed by us cause your New Balance Total to exceed your credit limit on the last day of a billing cycle, an Over limit Fee is charged to your account as of the day in the billing cycle that your account went over the credit limit; (2) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation; or a Returned Check Fee if we return a Check Cash Advance unpaid for any reason, even if the Check Cash Advance is paid upon subsequent presentation; (3) if your account is open or if you maintain an account balance, whether you have active charging privileges or not, an Annual Fee.

**Abandoned Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned property laws.

**Additional Account Fees and Charges:** Please review the Required Federal Disclosures section of your cardholder for additional fees and charges that may apply to your account.

#### **Benefits**

You will be offered certain benefits which will be subject to the restrictions outlined in the benefits brochure provided to you by MBNA America. MBNA America reserves the right to adjust, add, or delete benefits and services at any time and without notice.

#### **Refusal to Honor Your Card**

We are not liable for any refusal to honor your card or any Cash Advance or for any retention of your card by us, any other bank, or any seller or lessor of goods or services.

#### **Termination**

We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under this Agreement continue even after your right to obtain credit has been suspended or terminated. You must return all credit cards to us on request.

#### **Amendments**

We may amend this Agreement at any time by adding,

deleting, or changing provision) in compliance with the applicable notification requirements of federal law and the laws of the State of Delaware. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may replace your credit card with another card at any time.

### **Assignment**

We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement to the extent assigned.

### **Credit Limit**

Your credit limit is shown on your card corner and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

### **Request for Credit Over Your Credit Limits**

If you request credit in any form which, if granted, would result in either your total outstanding balance or your Cash Advance balance, including authorized transactions not yet posted to your account, being more than your credit limit or your Cash Advance credit limit, if we have established one for you (whether or not such balances before the request were more than the respective credit limit), we may: (1) honor the request without permanently raising your credit limit; (2) honor the request and treat the amount which is more than your credit limit

as immediately due; or (3) refuse to honor the request. We may advise the person who made the request that it has been refused. If we refuse to honor a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further overlimit requests. If we decide to honor such a request, we may assess an Overlimit Fee as provided in this Agreement.

#### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

#### **Governing Law**

This Agreement is made in Delaware. It is governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and by any applicable federal laws.

If any part of this Agreement is found to be invalid the rest remains effective. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

#### **Litigation**

The Arbitration provisions below apply to you unless you were given the opportunity to reject the Arbitration provisions and you did so reject them, in which case you agree that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

**Arbitration:** Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement of your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief, including Claims regarding the applicability of this Arbitration Section or the validity of the entire

Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.adrforum.com](http://www.adrforum.com), or P.O. Box 50391 Minneapolis, Minnesota 55405, telephone 1-800-474-3371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying these fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing of which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. 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. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration Section applies to all Claims now in existence or that may arise in the future.

This Arbitration Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you,

or sale of the debt by us.  
For the purposes of this Arbitration Section, "we" and "us" means MBNA America Bank, N.A. its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents); and only if such a third party is named by you as a co-defendant in any Claim you assert against us. Also, for the purposes of this Arbitration Section, "you" or "your" shall mean any person, or entity approved by us to use the Account, including but not limited to all persons or entities contractually obligated on the Account and all authorized users of the account.

If any part of this Arbitration Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

#### **Platinum Plus Coverage Credit Insurance Benefits, Limitations, Costs & Exclusions**

Platinum Plus Coverage pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$15,000), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes downed family leave. Platinum Plus Coverage also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit or \$15,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible); under age 66 (70 in AZ, NV & VA, 71 in FL, GA, MI, MO & OK, 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment unless in TX). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date) (PA - on the date of loss; TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Picture Plus Coverage covers your death, involuntary unemployment due to job loss, general strike, unionized labor dispute or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after the first 16 mos. in CA, HI, NJ, TN & WI, 17 mos. in PA); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty, jury duty (except in AK), or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, NY, MI, PA & SC. You may cancel this coverage at any time. If canceled within first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life, suicide in the first 6 months of coverage (not MD & MG); Involuntary Unemployment, retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct; disability strikes in IL; military discharge in NY; normal seasonal unemployment in TX; Disability - normal pregnancy or childbirth (not CA, MA & NV); intentionally self-inflicted injuries (not MD); or a pre-existing medical condition.

during first 6 months of coverage (not NH). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

**Costs per \$100 per Month of Average Daily Balance:**

Costs apply to Life (1), Disability (D), Unemployment (U), & Family Leave (F). AL 49.8c; AK 78c; AZ 99c; AR 97.5c; CA 89.9c; CO 92.35c; CT 42.86c; DE 96.97c; DC 95.3c; FL 89c; GA 88c; HI 89.91c; ID 95.7c; IL 8.4c; D 12.6c; U 54c; F 20c; IL 80c; IN 96c; IA 95.6c (L 7.2c; D 14.4c; U 54c; F 20c); KS 65.4c; KY 97.4c; LA 89.7c; MD 70.54c; MA 18.4c; MI 85.7c; MN 30.65c; MS 85.2c; MD 61.1c; MT 93.9c; NE 95.8c; NV 95.3c; NH 95c; NJ 97c; NM 58.9c; NY 92.5c (L 6.8c; D 26.8c; U 16.9c); NC 74.3c; ND 94.1c; OH 99c; OR 92.1c; OR 84.7c; PA 28.1c; PR 99c; RI 63.15c; SC 80c; SD 96.89c; TN 92.5c; TX 35.7c (L 5.7c; D 12c; U 16c); UT 91.88c; VT 28.4c (L 5.49c; D 6.41c; F 1.0c); VA 84c (L 6.1c; D 8.9c; U 49c; F 20c); WA 84c; WV 95.2c; WI 93.6c (L 5.7c; D 8.9c; U 59c; F 20c); WY 95.5c

**Availability:** This coverage is not available in ME. Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

**Underwriting Companies/Policy:** Involuntary Unemployment: American Security/LOI (5/85); LOI NY (3/93); AS LOI TX (4/92); LOIC-IP-KS (2/96); and LOIC IP; Standard Guaranty/SG LOI (5/85) (NH only); Life & Disability: Union Security Life/L-4-2; Standard Guaranty Life (TX only)/L-4-2 (8/92); L-33RA; First Foothills Life (NY Life only)/WYLM0013; and American Security (NY Disability only)/W-S-A. Family Leave: American Security/FLP (4/97); FL P-FL (12/97) in FL; FLP-NC (5/98) in NC; FLP-OK (4/97) in OK; FLP-VA (2/98) in VA; FL-IP (AZ) (1/98) in AZ; FL-IP (4/97) in IL & IN; FL-IP-KS (12/97) in KS; FL-IP-WY (4/97) in WY; Standard Guaranty/LP (4/97) in NH; Union Security Life/TLP-VT (4/97) in VT. **Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.**

This product is not an insured deposit account. Is not FDIC insured and is not guaranteed by MBNA America Bank, N.A. and is not a condition of obtaining credit.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$750. In NY coverage pays the minimum payment due on your date of loss.

\*\*The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX, 12 for disability except in CA, HI, IN, KS, MI, NJ, NY, PA, TN, TX & WI.

**NY, NJ & TX Residents Only:** To purchase coverage separately, write to Assistant Group, P.O. Box 30355, Atlanta, GA 30302. Applications will be sent to you.

MBNA America Bank, N.A. is the exclusive issuer and administrator of this and other Platinum Plus credit card accounts.

MBNA America® is a federally registered service mark of MBNA America Bank, N.A.

© 2000 MBNA America Bank, N.A.  
NEXT99 (Revised 4/2000)

DISC-58  
4/1/00 MBNAUJ01 (MBNA-LD/Uncapped LO/FL)

**FILED**

**APR 24 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101473  
NO. 06-628-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC  
vs.  
DEFENDANT: KOVA R. DICKINSON

**SHERIFF RETURN**

NOW, May 10, 2006 AT 9:24 AM SERVED THE WITHIN COMPLAINT ON KOVA R. DICKINSON DEFENDANT AT RR#1 BOX 515, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KOVA R. DICKINSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
0/10/1561  
MAY 19 2006  
UN

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	18504	10.00
SHERIFF HAWKINS	GORDON	18504	37.58

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins  
by Marley Hays*  
Chester A. Hawkins  
Sheriff

**FILED**

**MAY 19 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

Doc. # 06-628-QD

May 22, 2006

RECEIVED  
PROTHONOTARY'S OFFICE  
6/20/06  
WILLIAM A. SHAW  
PROTHONOTARY/CLERK OF COURTS

NOTICE REGARDING MAIL ADDRESSED TO: R.D.#1 BOX 515 OLANTA, PA.

I AM NOT AT THIS ADDRESS AND HAVE NOT BEEN FOR PAST 3+ YEARS.

When I divorced him, I signed everything over to him, took my personal things and left.

My ex-husband emailed my granddaughter and said there has been mail left at his residence for me. His mother opened it and he forwarded the info. on

I have been helping take care of my nephew who has cancer for the past three months. I am not working and am getting social security. Total of \$540.00 a month. This bill was for the Uniform Store in Fla. That was where the account was. 804 S. Bay Street. Eustis, Fl 32726. And when the plaza burned so did my store and insurance was nil..

Any mail that goes to that address is disposed of as the forwarding has expired a long time ago.

Kova Dickinson

*Kova Dickinson*

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 MBNA

COURT OF COMMON PLEAS  
 CLEARFIELD COUNTY

vs.

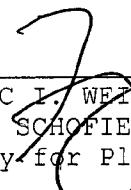
DOCKET NO. : 06-628-CD

Kova R. Dickinson

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 \$26,473.72. 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 13, 2006

**FILED** Atty pd.  
 7/10/06 20:00  
 JUL 03 2006 ICC Notice  
 to Def.  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 ICC Statement  
 to Atty

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 MBNA

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson

**PRAECL<sup>PE</sup> FOR JUDGMENT**

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

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

Principal	\$16,352.98
Interest from May 30, 2003 @12.99%	\$10,120.74
<b>Total:</b>	<b>\$26,473.72</b>

I hereby certify that written notice of the intention to file this Praecept 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 Praecept.

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

Filed:  
By the Prothonotary:

AND NOW, this 3<sup>rd</sup> 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 , \$26,473.72 as per the above certification. *MM*

---

## 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  
Investments, LLC as Assignee of  
ECAST Settlement Corp. As  
Assignee of MBNA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson

**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 Investments, LLC as Assignee of ECAST Settlement Corp.  
As Assignee of MBNA and that the last known address of defendant, Kova  
R. Dickinson, R R 1 BOX 515, Olanta PA 16863.

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  
Investments, LLC as Assignee of  
ECAST Settlement Corp. As  
Assignee of MBNA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson

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, R R 1 BOX 515, Olanta PA 16863; 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 *14th* Day

of *June*, 2006.

*Christine M. Colon*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
CHRISTINE M. COLÓN, 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

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 MBNA

COURT OF COMMON PLEAS  
 CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson

NOTICE OF INTENTION TO TAKE DEFAULT

TO/ PARA :  
 Kova R. Dickinson  
 R R 1 BOX 515  
 Olanta PA 16863

DATE OF NOTICE/FECHA DEL AVISO: May 31, 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.

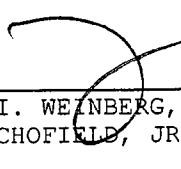
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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. Meholic, 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

**FILED**

**JUL 03 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Cavalry Portfolio Services, LLC, as Assignee of  
Cavalry Investments, LLC, as Assignee of  
ECAST Settlement Corp., as Assignee of MBNA

Vs.

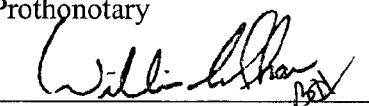
No. 2006-00628-CD

Kova R. Dickinson

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$26,473.72 on July 3, 2006.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

Cavalry Portfolio Services, LLC  
Cavalry Investments, LLC  
ECAST Settlement Corp.  
MBNA  
Plaintiff(s)

No.: 2006-00628-CD

Real Debt: \$26,473.72

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kova R. Dickinson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 3, 2006

Expires: July 3, 2011

Certified from the record this 3rd day of July, 2006.



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

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

2025837

FILED  
SEP 22 2008  
M/10/2008/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/C  
EXEMPLIFIED &  
ATTC.

Cavalry Portfolio Services,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee  
of ECAST Settlement Corp. As  
Assignee of MBNA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson

**PRAECIPE TO EXEMPLIFY JUDGMENT**

TO THE PROTHONOTARY:

In order to transfer the default judgment in the above-captioned matter to the Court of Common Pleas of Montgomery County, Pennsylvania, we request that you exemplify said judgment.

GORDON & WEINBERG, P.C.

Date: September 12, 2008

By: 

FREDERIC I. WEINBERG, ESQUIRE  
Attorneys for Plaintiff

FILED  
SEP 22 2008  
William A Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
OFFICE OF THE PROTHONOTARY

**Cavalry Portfolio Services, LLC as Assignee of  
Cavalry Investments, LLC as Assignee of  
ECAST Settlement Corp. as Assignee of  
MBNA**

**Vs.**

**NO. 2006-00628-CD**

**Kova R. Dickinson**

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Plaintiffs and against Defendant, Kova R. Dickiknson, on July 3, 2006, in the amount of \$26,473.72.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 22nd day of September, A.D., 2008.

William A. Shaw  
Prothonotary

BY: \_\_\_\_\_  
William A. Shaw

Date: 9/22/2008

Time: 11:04 AM

Page 1 of 1

**Clearfield County Court of Common Pleas**

User: BILLSHAW

ROA Report

Case: 2006-00628-CD

Current Judge: No Judge

Cavalry Portfolio Services, LLC, et alvs. Kova R. Dickinson

**Civil Other-COUNT**

Date	Judge
4/24/2006	New Case Filed. No Judge
	Filing: Complaint in Civil Action Paid by: Weinberg, Frederic I. (attorney for Cavalry Portfolio Services, LLC) Receipt number: 1913466 Dated: 04/24/2006 Amount: \$85.00 (Check) 1CC Shff.
5/19/2006	Sheriff Return, May 10, 2006 at 9:24 am served the within Complaint on Kov R. Dickinson. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd Gordon \$47.58
7/3/2006	Filing: Praecipe for Judgment Paid by: Weinberg, Frederic I. (attorney for Cavalry Portfolio Services, LLC) Receipt number: 1914535 Dated: 07/03/2006 Amount: \$20.00 (Check) Judgment is entered in favor of Plaintiff and against Defendant in the sum of \$26,473.72. One CC and Notice to Defendant One CC and Statement to Attorney
9/22/2008	Filing: Praecipe to Exemplify Judgment, filed by Atty. Weinberg. no cert. No Judge copies. Exemplified Record (Judgment) Paid by: Gordon & Weinberg, P.C. Receipt number: 1925978 Dated: 9/22/2008 Amount: \$15.00 (Check) For: Cavalry Portfolio Services, LLC (plaintiff) Certification of Docket Entries and Judgment to Atty.

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  
Investments, LLC as Assignee of  
ECAST Settlement Corp. As  
Assignee of MBNA  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson  
R R 1 BOX 515  
Olanta PA 16863  
and  
Bank of America  
101 W. Baltimore Pike  
Media, PA 19063

DELAWARE COUNTY DOCKET NO. :

GARNISHEE

S **FILED** (Fm)

JAN 27 2009

1/8:35 AM

William A. Shaw

Prothonotary/Clerk of Courts

ISSUED 4 CERT  
w/ warrants to  
ATTY

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,  
directed to the Sheriff of Delaware County;

(1) against

Kova R. Dickinson

defendant(s) and

(2) against

Bank of America

garnishee(s)

(3) AMOUNT DUE

\$26,473.72

INTEREST

from July 3, 2006

\$3,692.67

COSTS

Prothonotary fee

\$140.-

Sheriff fee

**TOTAL**

*140*  
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  
Investments, LLC as Assignee of  
ECAST Settlement Corp. As  
Assignee of MBNA  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson  
R R 1 BOX 515  
Olanta PA 16863

DELAWARE COUNTY DOCKET NO. :

and  
Bank of America  
101 W. Baltimore Pike  
Media, PA 19063

**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.

**DELAWARE COUNTY LAWYER REFERENCE SERVICE**  
**FRONT & LEMON STREETS**  
**MEDIA, PA 19063**  
**610-566-6625**

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  
Investments, LLC as Assignee of  
ECAST Settlement Corp. As  
Assignee of MBNA  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson  
R R 1 BOX 515  
Olanta PA 16863  
and  
Bank of America  
101 W. Baltimore Pike  
Media, PA 19063

DELAWARE COUNTY DOCKET NO. :

**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):

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[ ] (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):

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(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 DELAWARE COUNTY:

Sheriff of Delaware County  
201 W. Front St.  
Media, PA 19063  
610/891-4296

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

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**GARNISHEE**

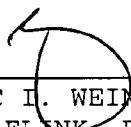
**INTERROGATORIES IN ATTACHMENT**

TO: Bank of America - 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: 1/26/09

GORDON & WEINBERG, P.C.  
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**GARNISHEE**

Commonwealth of Pennsylvania )  
County of DELAWARE )

**WRIT OF EXECUTION**

TO THE SHERIFF OF DELAWARE COUNTY:

To satisfy the judgment, interest and costs against:

Kova R. Dickinson

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

Bank of America  
101 W. Baltimore Pike  
Media, PA 19063- **GARNISHEE**

(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	\$26,473.72
INTEREST	
from July 3, 2006	\$3,692.67
COSTS	
Prothonotary fee	↗ 140.00
Sheriff fee	
<b>TOTAL</b>	

Prothonotary

BY:



Clerk

DATE:

1-27-09

GORDON & WEINBERG, P.C.  
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**GARNISHEE**

**WRIT OF EXECUTION**

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INTEREST	
from July 3, 2006	\$3,692.67
COSTS	
Prothonotary fee	
Sheriff fee	

**TOTAL**

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

Prothonotary/Clerk of Courts  
William A. Shew

JAN 27 2009

FILED

FILED

*Cavalry Portfolio Services LLC*

*Plaintiff*

MAY 04 2009

112:46 (w)

William A. Shaw  
Prothonotary/Clerk of Courts

No 916

(w)

*Court of the Common Pleas  
Clearfield County  
No: 06-628-CD*

*Kova Dickinson*

*Defendant*

*and*

*Bank of America*

*Bank of America's  
Garnishee's Answers to Interrogatories*

- 1. No.**
- 2. No the defendant does not possess an account with Bank of America.**
- 3. N.A.**
- 4. N.A.**
- 5. N.A.**
- 6. N.A.**
- 7. N.A.**
- 8. N.A.**
- 9. N.A.**

By: Sarah DiLapi Date: 4/28/09

*Sarah DiLapi  
Northeast Legal Order Processing  
Bank of America  
(315) 738-5851*

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**GARNISHEE**

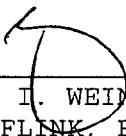
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2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by 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: 1/26/09

## VERIFICATION

I, Sarah DiLapi hereby verifies that I am an authorized representative of Bank of America; that the statements made in the foregoing Answers to Interrogatories are true and correct to the best of my knowledge, information and belief and that these statements are made subject to the penalties of 18 Pa. C.S. s4904, relating to unsworn falsification to authorities.

Sarah DiLapi  
Signature

Ops. Rep.  
Position

Date: 4/28/09

FILED  
MAY 04 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

2025837

GORDON & WEINBERG, P.C.  
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FILED *acc AAA*  
*mild alarm Weinberg.*  
JUN 11 2009  
*JSP \$7.00 AAA,*  
William A. Shaw  
Prothonotary/Clerk of Courts

Cavalry Portfolio Services,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee  
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COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-628-CD

Kova R. Dickinson

and  
Bank of America  
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

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

GORDON & WEINBERG, P.C.

BY: *[Signature]*

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

P011

FILED

JUN 11 2009

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Prothonotary/Clerk of Courts