

07-1363-CD  
CACH Inc. vs Dawn Mangylik

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACH, LLC  
(Plaintiff)

CIVIL ACTION

370 17th Street-Suite 5000 No. 07-1363-C1  
(Street Address)

Denveer, CO 80202  
(City, State ZIP)

Type of Case: \_\_\_\_\_

Type of Pleading: \_\_\_\_\_

VS.

DAWN MANGYIK  
(Defendant)

Filed on Behalf of:

CACH, LLC  
(Plaintiff/Defendant)

79 GLASTONBURY STREET  
(Street Address)

HAWK RUN, PA 16840  
(City, State ZIP)

FILED pd \$85.00  
m/11/17 LM Atty  
AUG 24 2007 ICC Shfr  
WM 2nd Atty.

William A. Shaw  
Prothonotary/Clerk of Courts

HARRISON ROSS BYCK, ESQ.

(Filed by)

229 PLAZA BLVD-SUITE 112  
MORRISVILLE, PA 19067

(Address)

215.428.0666

(Phone)

Harrison Ross Byck, Esq.  
(Signature)

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard  
Suite 112  
Morrisville, Pennsylvania 19067  
1-888-275-6399 / (215) 428-0666  
Attorney for Plaintiff

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CACH, LLC	:	
370 17 <sup>th</sup> STREET	:	
SUITE 5000	:	
DENVER, CO 80202	:	COURT OF COMMON PLEAS CLEARFIELD COUNTY
Plaintiff,	:	
Vs.	:	No.:
DAWN MANGYIK	:	
79 GLASTONBURY STREET	:	
HAWK RUN, PA 16840-0108	:	
Defendant(s).	:	

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### COMPLAINT

To: DAWN MANGYIK  
79 GLASTONBURY STREET  
HAWK RUN, PA 16840-0108

### 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 the court without further notice may enter a judgement against you for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose 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.

LAWYER REFERRAL SERVICE  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes. Usted tiene veinte (20) días de plaza al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con abogado y entregar sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corte tomará medidas y puede continuar la demanda en contra suya sin previo Aviso o notificación. Además la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

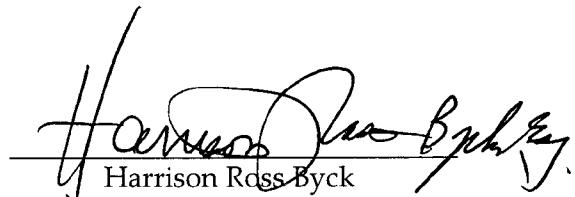
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) DAWN MANGYIK, avers the following:

1. Plaintiff, CACH, LLC, is a Colorado limited liability company doing business at 370 17<sup>th</sup> Street, Suite 5000, Denver, Colorado 80202.
2. Defendant, DAWN MANGYIK, is an individuals residing at 79 GLASTONBURY STREET; HAWK RUN, PA 16840-0108.
3. Defendant, DAWN MANGYIK, is indebted to GE ELECTRIC CAPITAL CORP/GE MONEY BANK on an account stated by and between them in the amount of \$ 3,362.30 which balance was due and unpaid as of December 6, 2006 for credit card account number 7981 9243 9208 8621. <Exhibit A>
4. On or about January 4, 2007, Ge Electric Capital Corp/Ge Money Bank sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. A copy of the credit card agreement is attached hereto. <Exhibit C>
6. Plaintiff is entitled to charge-off account finance charges of \$-0-. <Exhibit A>
7. Plaintiff is entitled to pre-litigation charge-off interest of \$ 1.93 per day from the default date (21.00% annual percentage rate x \$ 3,362.30/ 365 days) or \$ 1.93 x 179 days = \$ 346.27, which is accrued interest through the date of filing, plus an award of late fees of \$-0-, plus court costs and reasonable attorneys fees. <Exhibit A>
8. The defendant, being indebted to the plaintiff in the sum or \$ 3,708.57 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$ 3,708.57 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$ 3,708.57 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: AUGUST 20, 2007



Harrison Ross Byck

## **EXHIBIT A**

798192439208621

Lowe's Account Statement

Account Holder: DAWN M MANGYIK

Account Number: 819 2439 208621 Billing Date: 12/06/06 Payment Due Date: 12/06/06

BALANCE SUMMARY						
Plan Type	Previous Balance	Payments & Credits	+/- FINANCE CHARGE (net)	+/- Purchases	+/- Debt Cancellation, Insurance & Adjustments	New Balance
REG	\$3,327.30	\$3,362.30	\$0.00	\$0.00	\$35.00	\$0.00
TOTAL:	\$3,327.30	\$3,362.30	\$0.00	\$0.00	\$35.00	\$0.00

TRANSACTION SUMMARY

Tran Date	Invoice Number	Description	Plan Type	Amount
12/06		CHARGE OFF ACCOUNT-PRINCIPALS		\$2,388.33 CR
12/06		CHARGE OFF ACCOUNT "FINANCE CHARGES"		\$583.97 CR
12/06		LATE FEE		\$35.00

FINANCE CHARGE SUMMARY

Plan Type	Balance Subject To Finance Charge	Daily Periodic Rate	Corresponding ANNUAL PERCENTAGE RATE	Days This Billing Period	FINANCE CHARGE	Balance Method
REG	\$0.00	.08754 %	21.00%	28	\$0.00	2D
BIG	\$0.00	.04242 %	15.48%	28	\$0.00	2D

Total Periodic FINANCE CHARGE: \$0.00

CUSTOMER SERVICE: For account information call 1-800-444-1408  
NOTICE: PLEASE SEE REVERSE SIDE FOR BILLING RIGHTS AND IMPORTANT INFORMATION.  
PAYMENT DUE BY 6 P.M. ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse for details.

7009 0000 9WD 3 5 8 061206 2 X Page 1 of 1 9394 0010 18776

Detach and mail this portion with your check to LOWE'S. Please use blue or black ink.



Payment Due Date	Minimum Payment Due	New Balance	Account Number
12/08/2006	\$0.00	\$0.00	819 2439 208621

Fill in amount completely \$       .

Yes, I have moved or I have changed my email address. Check the box and submit changes on the reverse side.

Minimum payment due includes  
\$0.00 past due.  
Please pay minimum payment amount PROMPTLY.

24392088621

DAWN M MANGYIK  
40 SECOND ST  
PO BOX 108  
HAWK RUN PA 16840-0108

50439208862102  
Make Payments to: LOWE'S  
P.O. BOX 530914  
ATLANTA, GA 30353-0914

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!303530914930!

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7981924392088621

Lowe's Account Statement

Account Holder: DAWN M MANGYIK

Account Number: 819 2439 2088621

Billing Date: 12/06/06 Payment Due Date: 12/06/06

**BALANCE SUMMARY**

Plan Type	Previous Balance	Payments	+/- FINANCE CHARGE (net)	+/- Purchases	+/- Debt Cancellation, Insurance & Adjustments	= New Balance	Minimum Payment
REG	\$3,327.30	\$3,382.30	\$0.00	\$0.00	\$35.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$3,327.30</b>	<b>\$3,382.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TRANSACTION SUMMARY**

Tran Date	Invoice Number	Description	Plan Type	Amount
12/06		CHARGE OFF ACCOUNT-PRINCIPALS		\$2,388.33 CR
12/06		CHARGE OFF ACCOUNT "FINANCE CHARGES"		\$925.97 CR
12/05		LATE FEE		\$35.00

**FINANCE CHARGE SUMMARY**

Plan Type	Balance Subject To Finance Charge	Daily Periodic Rate	Corresponding ANNUAL PERCENTAGE RATE	Days This Billing Period	FINANCE CHARGE	Balance Method
REG	\$0.00	.05754 %	21.00%	28	\$0.00	2D
BIG	\$0.00	.04242 %	15.48%	28	\$0.00	2D

Total Periodic FINANCE CHARGE: \$0.00

CUSTOMER SERVICE: For account information call 1-800-444-1408

NOTICE: PLEASE SEE REVERSE SIDE FOR BILLING RIGHTS AND IMPORTANT INFORMATION.  
PAYMENT DUE BY 6 P.M. ON THE DUE DATE. We may convert your payment into an electronic debit. See reverse for details.

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2 X Page 1 of 1

9294 0010 NN76

Detach and mail this portion with your check to LOWE'S. Please use blue or black ink.



Payment Due Date	Minimum Payment Due	New Balance	Account Number
12/08/2006	\$0.00	\$0.00	819 2439 2088621

Fill in amount completely

\$      .

Yes, I have moved or I have changed my email address. Check the box and submit changes on the reverse side.

Minimum payment due includes

\$0.00 past due.

Please pay minimum payment amount PROMPTLY.

24392088621

DAWN M MANGYIK  
40 SECOND ST  
PO BOX 108  
HAWK RUN PA 16840-0108

50439208862102

Make Payments to: LOWE'S  
P.O. BOX 530914  
ATLANTA, GA 30353-0914

!168400108084!

!303530914930!

0000000000000000 0000000000000000 000 7981924392088621 03



**GE Money**

BILL of SALE

Forward Flow Funding 12/22/06

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as this 16<sup>th</sup> day of May 2006 by and between General Electric Capital Corporation, a Delaware corporation, GE Money Bank, a federal savings bank, and Retailer Credit Services Inc, a Delaware corporation (collectively "Seller") and CACH, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on December 29, 2006, and as further described in the Agreement.

GE Money Bank

By: \_\_\_\_\_

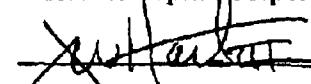
Title: \_\_\_\_\_

Retailer Credit Services Inc

By: \_\_\_\_\_

Title: \_\_\_\_\_

General Electric Capital Corporation

By: A handwritten signature in black ink, appearing to read "John H. Hart".

Title: Vice President

4035

## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, Charles Shisler, hereby depose and state that:

1. I am an Authorized Agent of CACH, LLC, a Colorado Limited Liability Company.
2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name:	DAWN MANGYIK
Original Creditor:	Ge Electric Capital Corp/Ge
Money Bank	
Account Number:	7981924392088621

3. On or about January 4, 2007 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

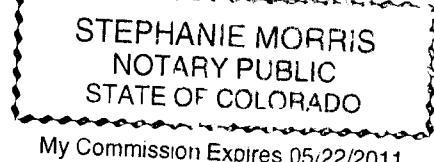
Date: JUN 29 2007

By:

Charles Shisler

Sworn and subscribed to before me this  
2007.

Stephanie Morris  
Notary Public



My Commission Expires: \_\_\_\_\_

**VERIFICATION**

I, Charles Shisler, hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

I am the Authorized Representative and a duly authorized representative of the plaintiff;

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that DAWN MANGYIK owes the balance of \$3,362.30 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By:

  
Charles Shisler

Dated: JUN 29 2007

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Authorized Representative

## **EXHIBIT C**

**LOWE'S**  
[36815]

C822 (9/01) 3060-T&C

**MONOGRAM CREDIT CARD BANK OF GEORGIA**

**CREDIT CARD AGREEMENT**

**RETAIL INSTALMENT CREDIT AGREEMENT**

**Nonnegotiable Consumer Note**

**1. GENERAL.** This Agreement ("Agreement") governs the use of your Lowe's credit card account (your "Account"). Please read and keep this Agreement for your records. In this Agreement and in your billing statement ("Statement"), "we", "us", and "our" refer to Monogram Credit Card Bank of Georgia, 7840 Roswell Road, Atlanta, GA 30350, our assignees, or other holders of this Agreement or your Account. "You" and "your" refer to all persons who are approved by us to use the Account. "Card" refers to your Lowe's Credit Card. The effective date ("Effective Date") of this Agreement will be the earlier of (i) the date you submit an Account application that is approved by us, or (ii) the first date that you or someone authorized by you uses the Account [in NY, the first date that you or someone authorized by you signs a sales slip or memorandum indicating a Purchase (as defined herein) on the Account]. You may use your Card to make Purchases on credit from time to time under your Account, up to any credit limit we may establish for your Account (your "Credit Limit"). We reserve the right to decline to authorize any Purchase or to change your Credit Limit at any time. You agree to use your Account only for personal, family or household purposes.

**2. TYPES OF CHARGES.** There are two types of charges ("Plans") under your Account: Regular Purchase charges and Big Buy charges. You may make a Regular Purchase charge for any merchandise or service Lowe's offers without any minimum purchase requirements. At any time after your Account is opened, subject to our right to terminate or change the terms of your Account as provided in this Agreement, if you have sufficient available credit of \$2,000 or more, you may make a Big Buy Purchase charge, provided the corresponding sales invoice (which may include multiple items) is \$2,000 or more. The applicable Finance Charge rate is different for each of these Plans. The other terms and conditions in this Agreement will apply to both Plans.

**3. PROMISE TO PAY.** When you submit your Application for this Account, you agree to be bound by this Agreement. You promise to pay us for all credit that we extend on your Account for purchases (including mail, Internet, catalog and phone orders, if any) of goods or services ("Purchase(s)") and all other amounts owed to us under the terms of this Agreement. If your Account is a joint Account, (i) each of you is bound by this Agreement; (ii) each of you may use the Account, up to any Credit Limit; and (iii), each of you jointly and individually promises to pay us, and may be held liable for, all amounts owed to us on your Account.

**4. FINANCE CHARGES.** For the Regular Purchase Plan, when your Account has a balance subject to Finance Charge as described in paragraph 5 below, we will assess a Finance Charge calculated by applying a daily periodic rate ("periodic rate") to that balance. In all states, the periodic rate is **.0554% (ANNUAL PERCENTAGE RATE 21.00%)**. For the Big Buy Plan, when your Account has a balance subject to Finance Charge (as described in paragraph 5 below),

we will assess a Finance Charge calculated by applying a daily periodic rate ("Big Buy periodic rate") to that balance. In all states, the Big Buy periodic rate is **.03805% (ANNUAL PERCENTAGE RATE 13.90%).** A minimum **FINANCE CHARGE** of **\$1.00 (\$50 in IA)** will be assessed for any billing period in which a finance charge is due.

**5. BALANCE SUBJECT TO FINANCE CHARGE.** There will be no balance subject to Finance Charge for a billing period if there is no Previous Balance on your Account for the billing period or the sum of your payments and credits on your Account during the billing period is at least equal to the Previous Balance.

Each day during the billing period, we will figure a "Daily Balance" on your Account. The daily balance is determined by taking the beginning balance for that day, which includes any unpaid Finance Charges, adding any new Purchases and other debits assessed that day, and subtracting any payments and credits made and assessed on that day. This gives us the Daily Balance. Any Daily Balance less than zero will be treated as zero. We then multiply the Daily Balance by the applicable periodic rate and add that daily Finance Charge to the balance to determine that day's closing balance, which will be the beginning balance for the following day. At the end of the billing period, we add up the results of the daily Finance Charge calculations to get the total Finance Charge for the billing period. Late Payment Fees, Returned Check Fees and insurance premiums, if any, are not included in the daily balance.

If you have both a Regular Purchase balance and a Big Buy balance, we will figure the periodic Finance Charge for each Plan separately and add the results to arrive at the total periodic Finance Charge for the billing period.

**6. WHEN FINANCE CHARGES BEGIN TO ACCRUE.** If there is no Previous Balance for the billing period or the sum of your payments and credits for the billing period is at least equal to the Previous Balance, new Purchases and other charges in that billing period will begin to accrue a Finance Charge as of the first day of the next billing period if a Finance Charge is imposed in the next billing period. If there is a Previous Balance for the billing period and the sum of your payments and credits for a billing period is not at least equal to that Previous Balance, new Purchases and other charges will begin to accrue a Finance Charge from the later of the date of the transaction or the first day of the billing period in which the transaction is posted to your Account.

**7. PAYMENTS.** Unless otherwise provided in a Special Payment Plan, when there is a New Balance shown on your Statement, you agree to pay at least the Minimum Payment called for on that Statement, in time for receipt by us by the Payment Due Date shown on the Statement. Your Minimum Payment will be the greater of: (a) the sum of (i) 1/36th of the New Balance, rounded to the next highest dollar, and (ii) the monthly insurance premiums for any optional credit insurance product you have elected to purchase for your Account, or (b) \$15. In addition, your Minimum Payment will also include any past due amounts. However, when the New Balance is less than \$15, you must pay us the New Balance.

**Minimum Payment.** All payments, except Disputed Payments (as defined below), must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00 p.m. on any business day will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is (a) not received at the Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by the top portion of your

Statement. Delayed crediting may cause you to incur a Late Payment Fee, or additional Finance Charges. You agree that any payments on your Account made at a time or place other than by us are a convenience for you and are not deemed received or accepted by us until actually received by us. Although we post your payments in the manner described above, in certain limited circumstances, your payable Credit Limit may not be restored for up to seven days (or longer, in rare circumstances) after we receive your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Except as specified in paragraph 9 below with respect solely to the determination of the extent of our purchase money security interest and subject to any requirements of applicable law, we reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion.

Depending on how you use your Account, such as when you make payments, the amount of your payments and the types of transactions you make, the particular payment allocation method that we use may result in higher amounts of Finance Charges on your Account.

All written communications concerning disputed amounts, including any "payment in full" or tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on the Statement, *not* the Payment Address.

#### 8. FEES.

##### A. LATE PAYMENT FEE.

We may impose a Late Payment Fee of \$25 (\$15 in IA) if we do not receive your Minimum Payment by the Payment Due Date shown on your Statement. If your delinquent Minimum Payment was calculated on a New Balance of less than \$100, the Late Payment Fee is \$10.

##### B. RETURNED CHECK FEE.

We may impose a Returned Check Fee of \$20 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment for your Account is not honored upon first presentation, even if the check, instrument or electronic authorization is later honored.

#### 9. SECURITY INTEREST.

Except in CT, GA (on purchases of clothing, softwares, and other non-durable items), MO (on any merchandise under \$150), NC, NY (on any merchandise under \$200), and PR, you grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full (in NY, not to exceed five years from the date the merchandise is posted to your Account). Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, and subject to the requirements of applicable law, your payments will be allocated first to Finance Charges on the Account, and then to pay off each purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to the lowest priced item first). Additionally, if you made a Purchase pursuant to a credit promotion involving the avoidance of Finance Charges and that Purchase is included on Statements during the promotional period, we also will allocate to such promotional Purchase the same payments referred to in the immediately preceding sentence if those payments are received during the period starting with the initial billing of the promotional Purchase until the expiration of the promotional period. For purposes of determining the amount owing on your Account, payments will be credited only once at the time of payment to the then outstanding balance of your Account. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling (and in NY, in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof).

10. SPECIAL PAYMENT PLANS. From time to time you may be offered special promotional terms which (subject to specified conditions) reduce the cost of credit under this Agreement or otherwise modify the terms of this Agreement with respect to certain Purchases on your Account ("Special Payment Plans"). The standard provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided under the Special Payment Plan offering, and will continue to apply to any and all transactions that are not subject to a Special Payment Plan.

11. TERMINATION/CHANGE IN TERMS. You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future purchases; (c) change your Credit Limit; or (d) change or delete any term or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to future balances created after that date. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement.

#### 12. DEFAULT.

Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make at least the Minimum Payment when due; (b) violate any other term of this Agreement; or (c) become the subject of a bankruptcy or insolvency proceeding. After your default or your death, and subject to the limitations of applicable law, we have the right to (i) require you to Credit Limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your account, including Finance Charges which we will continue to impose to the date of full payment; (iii) require immediate payment of your entire Account balance, including Special Payment Plan balances, all accrued but unpaid Finance Charges, and all fees and other charges listed in this Agreement; (iv) bring an action to collect all amounts owed; and (v) take any action allowed by law. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge and collect from you our collection costs, including court costs and reasonable attorneys' fees.

13. LIABILITY FOR UNAUTHORIZED USE. The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for the unauthorized use of the Card. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card by writing to P.O. Box 10380, Roswell, GA 30076 or by calling us at 1-800-444-1408. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50 (in NY, you will have no liability for unauthorized use of the Card prior to the Effective Date). If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person whom you have given authority to use the Account or Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 1-800-444-1408.

14. CREDIT REPORTS AND ACCOUNT INFORMATION. You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering

your application for this Account and subsequently, in connection with any updates, renewals or extensions of credit or renewing or collecting your Account. You also authorize us to report information concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 103065, Roswell, GA 30076-9065. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us as well. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of this Agreement.

**15. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT.** You authorize and direct us to furnish information about you and your Account to Lowe's Companies, Inc. (and its affiliates) for use in connection with the Lowe's program, including to update their customer records for you, to assist them in better serving you, and to provide you with notices of special promotions and tailored offerings.

In addition, you agree to the use of information about you and your Account described in the Privacy Policy. The Privacy Policy is made a part of this Agreement and is enclosed or attached hereto.

**16. TELEPHONE MONITORING.** We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring. A license to use service observing equipment has been obtained from the Georgia Public Service Commission.

**17. NO WAVER BY US.** We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement, or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may: (a) accept late or partial payments or checks or money orders marked "Payment in full" or tendered with other conditions or limitations; (b) agree to extend the due date of any payment due under this Agreement for any length of time; (c) release any security interest we have in connection with this Agreement, and/or; (d) release any other person responsible under this Agreement, without notifying you and without releasing you from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.

**18. CHANGE OF ADDRESS.** You agree to notify us promptly if you change your address. Until we are notified that your address has changed, we will continue to send Statements and other notices to the last address we maintained on your Account. If your Account is a joint Account, each of you appoints the other(s) as your agent to designate the address to which the Statement (and any other notices) may be sent to you by us.

**19. ARBITRATION PROVISION.** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between you and us arising from or relating to this Cardholder Agreement (the "Agreement"), any prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agree-

ment, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any prior agreement. "Claim" or "Claims" includes claims of every kind and nature, between you and us, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, regulation, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between you and us that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any prior agreement, or any balances on the Account, (b) the goods or services (including insurance or extended service contracts, if any) charged to the Account, (c) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing, (d) your application for the Account and (e) the origination or servicing of the Account or any prior agreement and the collection of amounts owed by you to us.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and us, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Upon your or our delivery of a written notice to the other party, including a written notice after the commencement of a lawsuit or a notice contained in court filings in any such lawsuit, any Claim shall be resolved by arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association ("AAA"), JAMS ("JAMS") or the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or either you or we compel arbitration of a Claim which the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator from the above list, if you fail to select a different administrator within the 20-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than 10 years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have 20 days to select a different administrator within that 20-day period. We will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

We agree that we will not elect to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any; however, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EXCEPT AS SET FORTH BELOW. THE

ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.

There shall be no authority for any Claims to be arbitrated on a class action basis. Furthermore, Claims brought by or against one cardholder (or joint cardholders) may not be joined or consolidated in the arbitration with Claims brought by or against any other cardholder. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees up to \$2,500 charged by the arbitration administrator for Claims asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whatever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$2,500 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, if the arbitrator issues an award in your favor, we will still reimburse you for additional fees paid or owed by you to the arbitration administrator as follows: (1) in the case of additional fees calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you in an amount equal to the fees you would have paid if the dollar amount of your Claim or the value of the relief you sought had been the amount or value of the award granted in your favor and (2), in the case of other additional fees that were not calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you for the amount of such additional fees. However, if applicable law requires us to reimburse you for any greater amount(s), the applicable law will control. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives a party the right to recover any of those fees from the other party. Notwithstanding the foregoing, if the arbitrator determines that any Claim or defense (or the amount of any Claim) is frivolous or is wrongfully intended to oppress the other party, the arbitrator may impose on the party making the frivolous or oppressive Claim or defense, and/or on such party's counsel, any fees and expenses reasonably incurred by the other party (including arbitration administration fees and attorney, expert and witness fees) as a result, to the extent such fees and expenses could properly be imposed on such party or counsel under Rule 11 of the Federal Rules of Civil Procedure and to the extent such imposition is consistent with applicable law.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$10,000, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo any aspect of the initial award.

requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal, provided that we will consider in good faith any request for us to bear all or any part of such fees if you are the appealing party.

As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean Mongram Credit Card Bank of Georgia, Lowes Companies, Inc. and all of their respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

This Arbitration Provision shall survive termination of your Account as well as the repayment of all amounts borrowed from us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern.

## Contracting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), (800) 778-7879; Arbitration Rules for the Resolution of Consumer-Related Disputes (applicable to requests for arbitration filed by a consumer involving a claim under \$10,000) or Commercial Arbitration Rules (for all other claims), JAMS, 45 Broadway, 28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267; Financial Services Arbitration Rules and Procedures; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.adr-forum.com](http://www.adr-forum.com), (800) 474-2371; Code of Procedure.

**20. GOVERNING LAW.** This Agreement and your Account and any claim, dispute or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with the laws of the State of Georgia (without regard to internal principles of conflicts of law), and applicable federal law. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Georgia. We make decisions about granting credit to you from, extend credit to you under this agreement from, and accept your payments in, Georgia.

**21. ASSIGNMENT.** We may sell, assign or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

**22. SEVERABILITY.** If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this Agreement shall still be valid and enforceable.

**23. ENTIRE AGREEMENT.** This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account.

This Agreement may not be amended except in accordance with the provisions of this Agreement.

## FEDERAL AND STATE NOTICES

Service (finance) charges at rates not in excess of those permitted by law will be charged on outstanding balances from month to month.

**MARYLAND RESIDENTS:** Under section 12-510 of the Commercial Law Code, you have the right to receive an answer to a written inquiry concerning the status of your Account.

**NEW JERSEY RESIDENTS:** Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE TO APPLICANT: (A) DO NOT SIGN THE APPLICATION/COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.** (C) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT WITHOUT INCURRING ANY ADDITIONAL CHARGE. (D) YOU MAY UNDER CERTAIN CIRCUMSTANCES REDEEM THE PROPERTY, IF REPOSSESSED BECAUSE OF YOUR DEFAULT, AND YOU MAY UNDER CERTAIN CONDITIONS, REQUIRE A RESALE OF THE PROPERTY IF REPOSSESSED. (E) THE SELLER HAS NO RIGHT TO UNLAWFULLY ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

## RETAIL INSTALMENT CREDIT AGREEMENT

Your signature, on the application or sales slip for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated by reference.

*C. J. R.*  
Don Ramon  
President, Monogram Credit Card Bank of Georgia  
7840 Roswell Road, Bldg. 100, Suite 200  
Atlanta, GA 30350-6875

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**Notice:** The following is important information regarding your right to dispute billing errors.

## KEEP THIS NOTICE FOR FUTURE USE YOUR BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your Statement under Billing Inquiries. 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.

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

**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 we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### Special Rule for Credit Card Purchases

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

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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The credit insurance product is not a deposit or other obligation of, or guaranteed by, Monogram Credit Card of Georgia or any of its affiliates (Bank), and is not insured by the Federal Deposit Insurance Corporation, by any other agency of the U.S. or by the Bank. We may not condition the issuance of credit upon (a) your purchase of any insurance from the Bank, or (b) your agreement not to purchase, or a prohibition on you from purchasing, insurance from any party other than the Bank. Your decision on whether to purchase credit insurance will not affect the credit terms in any way. The Bank may receive a financial benefit if you purchase credit insurance.

## SUMMARY OF INSURANCE COVERAGE

**DISABILITY/UNEMPLOYMENT BENEFITS:** In most states, if you become disabled through an accident or illness, and are under a doctor's care and cannot work, or become involuntarily unemployed, Accountgard will pay your account balance as of the date of loss after 90 (in CO, after 30) consecutive days of unemployment or disability. In NY, PA and TX, after 30 consecutive days of unemployment or disability, Accountgard pays your scheduled minimum monthly payment, while you are unemployed or disabled, based on your outstanding balance as of the date of loss, while you are unemployed or disabled and will continue until your balance is paid off, you return to work, or you reach the master policy limits of \$10,000, whichever occurs first. In NC, after 30 consecutive days of unemployment or disability, Accountgard pays your scheduled minimum monthly payment, while you are unemployed or disabled, based on your outstanding balance as of the date of loss, and should you remain disabled or unemployed for longer than 90 days, Accountgard will pay your account balance, up to the master policy limits of \$10,000. Retirement is not covered. Strikes and labor disputes are not covered in AR, IL and NY. Labor disputes are not covered in WV. Disability coverage is not available in MA and VA. Unemployment coverage is not available in NH. Disemployment benefits are limited to 12 months in PA. In CA & PA, disability benefits are not payable for pregnancy, childbirth (WA in PA), flight in a non-scheduled aircraft (WA in CA), or intentionally self-inflicted injuries. You are eligible for benefits if you are employed 30 hours or more a week or as otherwise required by state law (in PA employed at least nine months of the year; self-employed excluded for unemployment coverage in TX). In a non-seasonal occupation, this seasonal restriction does not apply in CO, ME, MD, MT, NJ, NM, NY, PA, SC and WI. In AZ, CA, ID, IL, IN, MN, NC, OR, TX and WA, this seasonal restriction only applies to unemployment coverage, and in KS, this seasonal restriction only applies to disability coverage. These benefits are not available to the co-cardholder. Purchases made after the date of loss will not be covered until you return to work. Additional exclusions apply. Please read your certificate carefully.

**LIFE BENEFITS:** If you or your co-cardholder (spouse, if no co-cardholder, spouse or business partner in GA, NM & TX die, Accountgard will pay the outstanding balance on your account as of the date of death, up to the master policy maximum of \$10,000. Except in MD and MO, suicide is excluded for up to 2 years, depending on your state; see certificate for details. In CA, only the primary applicant is covered and we won't pay a claim on an advance if you commit suicide within six months of that advance. Life coverage is not available in MA.

**LEAVE OF ABSENCE** (applies only to you, the primary cardholder): Accountgard will pay your outstanding balance as of the date of leave, if you take a temporary, unpaid leave of absence from work due to accident or illness of an immediate family member, child/birth/adoption (except in MA); recall to active military service; or residing in a federally declared disaster area. Any covered leave of absence must be approved by your employer. Benefits begin after 90 (in CO, after 30) consecutive

days of leave of absence (and in VA, the monthly payment due on your account is at least 30 days delinquent) and are retroactive to the first day of leave. In PA, benefits begin after 30 consecutive days of leave of absence and will pay your selected minimum monthly payment as of the date of leave for up to six consecutive months. You are eligible for this coverage if employed full time, by someone other than yourself, in a non-seasonal occupation. Benefit payments do not apply to leave during the first 90 days of coverage (not applicable in KS), or to voluntary resignations, retirement, voluntary forfeiture of salary or wages including strikes and labor disputes, military discharge or termination as a result of willful or criminal misconduct. Benefits are not payable on purchases made during a claim period. Leave of Absence coverage is not available in AK, ID, IN, LA, MI, MN, MO, NE, NH, NM, NV, NC, OR, SC, TX and VT.

**COST OF COVERAGE:** The monthly premium for Accountgard is shown in the accompanying Monthly Costs Chart. The monthly premium will be charged to your credit card account. We can change the rate later on, but if we do, we will let you know in advance. The new rate will only apply to insurance charges after the rate change.

**TERMS OF INSURANCE:** This coverage becomes effective on the date you elect the insurance. It stops if (1) you are more than 90 days late in making the required account payment; (2) you ask for it to stop in writing; or (3) your insurance is terminated according to its terms. Maximum enrollment age is age 69 in most states, except: age 65 in CO, ID, IA, NC, NC, NY, NY, OR, PA & SC; age 69 in AZ, OK & VA; age 70 in FL, GA, MI & MO; and age 71 in NM; in MN the maximum eligibility age for unemployment is 65 and terminates at age 66; in TX, no maximum age applies.

Coverage ends at age 55, except age 66 in CO, ID, IA, NY, OR, PA & SC; age 70 in AZ, NC, NV, OK & VA; age 71 in FL, GA, MI & MO; and age 72 in NM; life coverage only ends on the next billing date after age 70 in NV, and to termination age applicable if initially eligible in SD and TX. A separate application for insurance is provided in VA and WI.

Coverage is underwritten by American Bankers Life Assurance Company of Florida (ABLC) and American Bankers Insurance Company of Florida (ABC), 11222 Quail Roost Drive, Miami, FL 33157-6506. In CA, Life and Disability coverage provided by ABLC and ABC provides remaining coverages described above. In NY, Life and Disability coverage is provided by Bankers American Life Assurance Company, Syracuse, NY. Coverage for life is provided under form numbers A33740PL, AE2387PL-0599, AC2807PL and BA2051PL; coverage for disability is provided under form numbers AB2453PL-0987, AE2388PL-0599, AC2810PL and BA2016PD-0195. In TX, life and disability certificate number is AC3118PL-0592(3-53RA); unemployment coverage is provided under form number A319139PL-0499. You will receive your certificate of insurance within 30 days. If you cancel within 30 days of receiving your certificate, we will refund your premium. You are free to cancel at any time.

**COVERAGE NOT AVAILABLE TO RESIDENTS OF ALABAMA, MISSISSIPPI AND PUERTO RICO. COVERAGE IS NOT AVAILABLE IN WEST VIRGINIA STORES.** Credit life, disability, leave of absence and unemployment coverages are available separately except as follows. Disability coverage is only available to applicants electing life coverage in NY, MO, TX and WA; Disability and Unemployment coverages are only available together in CO, DE, FL, IA, KY, LA, ME, MD, MT, NE, NM, ND, SD, VT and WV.

**D.C. RESIDENTS:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties

include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**AR, LA, TN & VA RESIDENTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and substantial civil penalties.

**NJ RESIDENTS:** Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## DISABILITY CLAIM PROCEDURE

If you have purchased credit disability insurance through us and you become disabled, call us right away at the number listed on your billing statement. We will tell you where to get claim forms. Send in the completed form to the address indicated on the form as soon as possible.

If your disability insurance covers all your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESSE ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

**If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months, you will have 35 days from the date that the rejection is sent to pay past due payments plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.**

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

MONTHLY COSTS PER \$100 OF YOUR BALANCE						
State	Life	Disability	Involuntary	Unemployment	Leave of	Total
AK	\$0.0700	\$0.3300	\$1.0000	N/A	\$1.3000	
AZ	0.06100	0.3300	1.1600	\$0.3100	1.8000	
AR	0.0700	0.3300	1.0000	0.4000	1.3500	
CA	0.0860	0.2530	1.0000	0.4000	1.8500	
CO	0.0700	0.2000	0.1800	0.4000	1.7400	
CT	0.0800	0.2600	1.0000	0.4000	1.8000	
DE	0.0700	0.3300	1.0000	0.3000	1.9000	
DC	0.0700	0.3300	1.0000	0.3000	1.9000	
FL	0.0700	0.3300	1.0000	0.3000	1.9000	
GA	0.0700	0.3300	1.0000	0.4000	1.6500	
HI	0.0610	0.3500	0.6700	0.4000	1.9610	
ID	0.0700	0.2320	1.0000	N/A	1.3020	
IL	0.0700	0.3300	1.0000	0.3000	1.9000	
IN	0.0700	0.3300	1.0000	N/A	1.9000	
IA	0.0690	0.2200	0.2000	0.4000	0.8890	
KS	0.0700	0.3300	1.0000	0.3000	1.8000	
KY	0.0700	0.3300	1.0000	0.3000	1.8000	
LA	0.0700	0.4300	1.0000	N/A	1.9000	
ME	0.0560	0.3500	0.8100	0.4000	1.6160	
MD	0.0660	0.3100	0.4000	0.4000	1.0360	
MA	N/A	N/A	N/A	N/A	1.8000	
MI	0.0700	0.4300	1.3000	N/A	1.8000	
MN	0.0610	0.2750	0.4600	N/A	0.7960	
MO	0.0700	0.4300	0.5700	N/A	1.0700	
MT	0.0700	0.4300	1.0000	0.3000	1.8000	
NE	0.0700	0.4300	1.0000	N/A	1.8000	
NV	0.0700	0.4300	1.0000	0.3000	1.8000	
NH	0.0570	0.4300	1.3000	N/A	0.4870	
NJ	0.0570	0.3800	0.9500	0.3600	1.6770	
NM	0.0840	0.1500	1.0000	N/A	1.2340	
NY	0.0550	0.2320	0.1820	N/A	0.3560	
NC	0.0700	0.4300	0.8300	N/A	1.3300	
ND	0.0620	0.4300	1.0000	0.3000	1.7420	
OH	0.0700	0.4300	1.0000	0.3000	1.8100	
OK	0.0700	0.4300	1.0000	0.3000	1.8100	
OR	0.0650	0.2100	0.9000	N/A	1.2150	
PA	0.0660	0.2590	0.3040	0.1520	0.5110	
RI	0.0700	0.1390	0.1000	0.4000	1.6190	
SC	0.0700	0.4300	0.9300	N/A	1.4300	
SD	0.0700	0.4300	1.0000	0.3000	1.8000	
TX	0.0480	0.1480	0.1900	N/A	0.3860	
UT	0.0650	0.3270	1.0000	0.3050	1.5720	
VT	0.0540	0.4300	1.0000	N/A	1.4940	
VA	0.0594	N/A	0.1760	0.0390	0.2144	
WA	0.0660	0.2100	1.0000	0.4000	1.7060	
WV	0.0700	0.4300	1.0000	0.3000	1.8000	
WI	0.0570	0.4300	1.0000	0.3100	1.7570	
WY	0.0700	0.4300	1.0000	0.3000	1.8000	

Monthly costs are based on your State of residence at the time of enrollment.

**LOWE'S**  
[368/15]  
C822 (9/01) 3060-T&C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103123  
NO: 07-1363-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: DAWN MANGYIK

**SHERIFF RETURN**

NOW, August 30, 2007 AT 10:43 AM SERVED THE WITHIN COMPLAINT ON DAWN MANGYIK DEFENDANT AT 79 GLASTONBURY ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN WALKER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	3670	10.00
SHERIFF HAWKINS	HARRISON	3670	35.46

FILED  
09:50AM  
JAN 18 2008  
*CS*

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

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

Harrison Ross Byck, Esq., P.C.  
Attorney I.D. No. 61511  
229 Plaza Blvd., Suite 112  
Morrisville, PA 19067  
1-888-275-6399// (215) 428-0666

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff(s),	)	
	)	NO: 07 - 01363 - CD
vs.	)	
	)	
<b>DAWN MANGIYIK</b>	)	PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
Defendant(s).	)	
	)	

TO THE PROTHONOTARY:

Please enter a Default Judgment in favor of plaintiff, **CACH, LLC**, and against the defendant(s), **DAWN MANGIYIK**, for failure to answer or otherwise respond to the Complaint in Civil Action.

The Complaint was served upon the defendant(s) on **August 30, 2007**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **DAWN MANGIYIK** by regular United States mail, postage paid, on **January 21, 2008**, is attached hereto as Exhibit "B".

Assess damages in the amount of **\$ 4139.03** as follows: [a] **\$ 3362.30** principal being sought in the Complaint; [b] **\$ 346.27** interest being sought in the Complaint; [c] reasonable attorney's fees of **\$ 300.00**, or **\$ 150.00** per hour, [d] and Court Costs of **\$ 85.00**, [e] and Costs of Service of **\$ 45.46**.

Date: **February 8, 2008**

By:   
Allan C. Smith, Esq.  
Attorney I.D. No. 204756

**FILED** Atty pd \$0.00  
3/1/2008 FEB 14 2008 ICC Notice to Def.  
William A. Shaw 2CC Statement  
Prothonotary/Clerk of Courts to Atty  
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103123  
NO: 07-1363-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: DAWN MANGYIK

**SHERIFF RETURN**

NOW, August 30, 2007 AT 10:43 AM SERVED THE WITHIN COMPLAINT ON DAWN MANGYIK DEFENDANT AT 79 GLASTONBURY ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN WALKER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

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\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

Harrison Ross Byck, Esq., P.C.  
Attorney I.D. 61511  
229 Plaza Blvd., Suite 112  
Morrisville, PA 19067  
1-888-275-6399// (215) 428-0666  
Attorney for Plaintiff

---

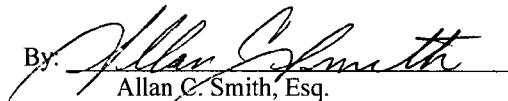
CACH, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 07 - 01363 - CD
vs.	)	
	)	
DAWN MANGYIK	)	
	)	
Defendant(s).	)	

---

CERTIFICATE OF SERVICE OF  
NOTICE OF INTENT TO FILE  
PRAECIPE TO ENTER JUDGMENT BY DEFAULT

I, Allan C. Smith, Esq., of full age, certify that I mailed a copy of the annexed NOTICE OF INTENT TO FILE PRAECIPE TO ENTER JUDGMENT BY DEFAULT upon defendant(s) **DAWN MANGYIK** by United States mail, postage prepaid and certified mail, on **January 21, 2008** at his/her last address of **79 GLASTONBURY STREET, HAWK RUN, PA 16840**.

Date: **February 8, 2008**

By:   
Allan C. Smith, Esq.  
Attorney I.D. No. 204756

Harrison R. Byck, Esq., P.C.  
Attorney I.D. No. 61511  
229 Plaza Blvd., Suite 112  
Morrisville, PA 19067  
**1-888-275-6399 // (215) 428-0666**

Attorney for Plaintiff

---

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	
	)	
vs.	)	NO. 2007-1363-CD
<b>DAWN MANGYIK</b>	)	
	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
	)	

---

TO: **DAWN MANGYIK**  
**79 GLASTONBURY STREET**  
**HAWK RUN, PA 16840-0108**

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Lawyer Referral Service**  
**Pennsylvania Lawyer Referral Service**  
**Clearfield County Courthouse**  
**Clearfield, PA 16830**  
**(814) 765-2641, ext. 51**  
**(800) 692-7375**

Dated: **January 21, 2008**

Harrison Ross Byck, Esq., P.C.  
Attorney I.D. No. 61511  
229 Plaza Blvd.  
Suite 112  
Morrisville, PA 19067  
1-888-275-6399 // (215) 428-0666  
Attorney for Plaintiff

---

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 07 - 01363 - CD
vs.	)	
	)	
<b>DAWN MANGYIK</b>	)	
	)	
Defendant(s).	)	

---

#### CERTIFICATION OF NON-MILITARY SERVICE

I, Allan C. Smith, ESQ. of full age, certifies as follows:

1. I am the plaintiff's attorney herein, and have sufficient knowledge of the facts and am fully authorized to make this Certification;
2. My information is that the defendant is **DAWN MANGYIK**.
3. Our latest information is that the defendant is employed at **MAGIC CONSTRUCTION**.
4. To the best of my information and belief, the Defendant is not a member of the military services of the United States or its allies or otherwise within the provisions of the Soldiers' and Sailors' Relief Act of 1940, as amended, and as stated in the attached Department of Defense Manpower Data Center reports.
5. This certification is taken subject to the penalties of 18 PaCSA 4904 relating to unsworn falsification to authorities.

Date: **February 8, 2008**

By   
Allan C. Smith, Esq.  
Attorney I.D. No. 204756

Department of Defense Manpower Data Center

FEB-07-2008 16:10:04



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
MANGYIK	DAWN		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **BMSJOTFHTRI**

Harrison Ross Byck, Esq., P.C.  
Attorney I.D. 61511  
229 Plaza Blvd.  
Suite 112  
Morrisville, PA 19067  
1-888-275-6399 // (215) 428-0666  
Attorney for Plaintiff

COP

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<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 07 - 01363 - CD
vs.	)	
	)	
<b>DAWN MANGYIK</b>	)	
	)	
Defendant(s).	)	

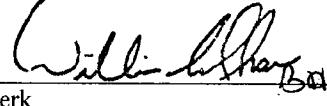
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To: **DAWN MANGYIK**  
**79 GLASTONBURY STREET**  
**HAWK RUN, PA 16840**

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

By:

  
William J. Byck 2/14/08  
Clerk

<input checked="" type="checkbox"/>	Judgment by Default
<input type="checkbox"/>	Money Judgment
<input type="checkbox"/>	Judgment in Replevin
<input type="checkbox"/>	Judgment for Possession
<input type="checkbox"/>	Judgment on Award of Arbitration
<input type="checkbox"/>	Judgment on Verdict
<input type="checkbox"/>	Judgment on Court Verdict

If you have any questions concerning the above, please contact:

ATTORNEY: HARRISON ROSS BYCK, Esquire at 215-428-0666 or 1-888-275-6399

---

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

COPY

CACH, LLC  
Plaintiff(s)

No.: 2007-01363-CD

Real Debt: \$4,139.03

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dawn Mangyik  
Defendant(s)

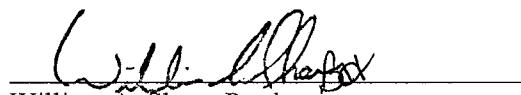
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 14, 2008

Expires: February 14, 2013

Certified from the record this 14th day of February, 2008.

  
\_\_\_\_\_  
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