

07-1385-CD  
CACH LLC vs Linda Lansberry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACH, LLC

(Plaintiff)

370 17th Street- Suite 5000

(Street Address)

Denver, CO 80202

(City, State ZIP)

CIVIL ACTION

No. 07-1385-CD

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

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

VS.

LINDA LANSBERRY

(Defendant)

1058 FOREST STREET

(Street Address)

COALPORT, PA 16627

(City, State ZIP)

Filed on Behalf of:

CACH, LLC

(Plaintiff/Defendant)

HARRISON ROSS BYCK, ESQ.

(Filed by)

229 PLAZA BLVSD-SUITE 112  
MORRISVILLE, PA 19067

(Address)

(215) 428-0666

(Phone)

(Signature)

**FILED** Atty pd. 85.00

*m/3:50pm*

AUG 27 2007 ICC Sheriff

*(im)*

2cc Atty

William A. Shaw  
Prothonotary/Clerk of Courts

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.:
LINDA LANSBERRY	:	
1058 FOREST STREET	:	
COALPORT, PA 16627-0043	:	
Defendant(s).	:	

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### COMPLAINT

To: LINDA LANSBERRY  
1058 FOREST STREET  
COALPORT, PA 16627-0043

### 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 asentir 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 cumpla 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.

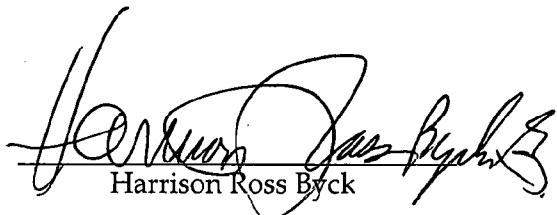
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) LINDA LANSBERRY, 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, LINDA LANSBERRY, is an individuals residing at 1058 FOREST STREET; COALPORT, PA 16627-0043.
3. Defendant, LINDA LANSBERRY, is indebted to HOUSEHOLD BANK on an account stated by and between them in the amount of \$1,121.83 which balance was due and unpaid as of August 31, 2006 for credit card account number 5120 2750 0034 8914. <Exhibit A>
4. On or about October 2, 2006, Household Bank sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) LINDA. J.LANSBERRY last tendered a payment on this account on or about December 29, 2005 for \$26.00.
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$-0-. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of \$ 0.94 per day from the default date (30.49% annual percentage rate x \$1,121.83/ 365 days) or \$0.94 x 500 days = \$ 470.00, 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>
9. The defendant, being indebted to the plaintiff in the sum or \$ 1,591.83 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$ 1,591.83 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$ 1,591.83 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: AUGUST 20, 2007



Harrison Ross Byck

## **EXHIBIT A**

ORCHARD BANK GOLD MASTERCARD STATEMENT  
LINDA J LANSBERRY

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5120-2750-0034-8914	OVERLIMIT AMOUNT	\$451.83	PREVIOUS BALANCE	\$1,092.25
CASH CREDIT LIMIT.	\$670	MINIMUM PAYMENT*	\$48.00	PAYMENTS/CREDITS	- \$0.00
CASH LIMIT AVAILABLE	\$0	CURRENT PAYMENT DUE*	\$499.83	PURCHASES/DEBITS	+ \$0.00
TOTAL CREDIT LIMIT	\$670	PAYMENT DUE DATE	08/31/06	LATE PAYMENT CHARGE+	\$0.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	PAST DUE AMOUNT	\$255.00	MISC. FINANCE CHARGE+	\$0.00
STATEMENT DATE	08/06/06	*See reverse side for an explanation of these amounts.		FINANCE CHARGE	+ \$29.58
				NEW BALANCE	= \$1,121.83

.Cash Credit Limit is a portion of the Total Credit Limit

PERIODIC FINANCE CHARGE SUMMARY  
This is a grace account. Grace period information on back.

Balance To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
CASH ADVANCES \$817.97	.08353%	32	\$21.86	30.49%
PURCHASES \$206.40	.08353%	32	\$5.52	30.49%
PURCHASES \$82.14	.08353%	32	\$2.20	30.49%
PURCHASES \$0.00	.00000%	32	\$0.00	29.99%

ANNUAL PERCENTAGE RATE=30.490%

\*\*May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

IMPORTANT INFORMATION

Your account has been placed with a collection agency. Please contact them directly, or call us at 1-800

MAIL PAYMENTS TO:  
HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

QUESTIONS?  
24-HOUR AUTOMATED ACCOUNT INFORMATION  
ENGLISH 1-800-216-1013  
ESPAOL 1-800-950-5390

MAIL INQUIRIES TO:  
HSBC CARD SERVICES  
PO BOX 80084  
SALINAS CA 93912-0084

Manage your account online at:  
[www.orchardbank.com](http://www.orchardbank.com)

110501 I 05 0000000508 G STMTO7 D K

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:

To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number	5120-2750-0034-8914
New Balance	\$1,121.83
Payment Due Date	08/31/06
	Current Payment Due \$499.83

Make checks payable to HSBC CARD SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.

Amount  
Enclosed

#BWNHYTS  
#2980003489128

LINDA J LANSBERRY  
PO BOX 43  
COALPORT PA 16627-0043

HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

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## **EXHIBIT B**

## **CERTIFICATE OF PURCHASE**

**Dawn Rannells**

I, \_\_\_\_\_, 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: LINDA J LANSBERRY  
Original Creditor: Household Bank  
Account Number: 5120275000348914

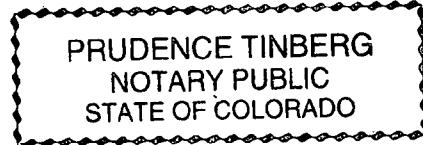
3. On or about October 2, 2006 this account was issued by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: MAR 06 2007

By: Dawn Rannells

Sworn and subscribed to before me this 6 day of Mar.  
2007.

Prudencetinberg  
\_\_\_\_\_  
Notary Public



My Commission Expires 05/03/2010

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

**VERIFICATION**

I, Dawn Rannells, hereby depose and state that:

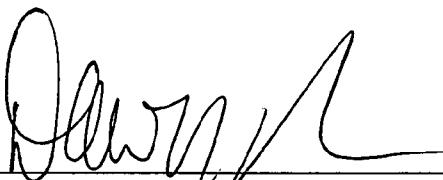
The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

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 LINDA J LANSBERRY owes the balance of \$1,121.83 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: 

**MAR 06 2007**  
Dated: \_\_\_\_\_

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Authorized Representative

## **EXHIBIT C**

# Household Bank

## CARDMEMBER AGREEMENT AND DISCLOSURE STATEMENT

### GENERIC AG1119F

Please keep this with your important papers.

**AGREEMENT TO TERMS-USE OF ACCOUNT-DEFINITION OF PARTIES**  
In this Cardmember Agreement and Disclosure Statement and the enclosed sheet entitled "Important Information Regarding Your Account" (collectively, the "Agreement") and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, Account, credit card or acceptance certificate, the word "Card" means a single credit card or two or more credit cards we have issued to you under this Agreement, the words "we", "us", and "our" refer to Household Bank (Nevada), N.A., Las Vegas, Nevada and the word "Account" means the open end line of credit we have established for you and which can be accessed by your Card or other means approved by us. You may not use your credit card checks to make payments to us or any of our affiliates.

This Agreement (and any amendments) covers your Account with us, and you and we will be bound by it from the time you receive your Card or Agreement. You agree to use this Account only for personal, family, household or charitable purposes. You may cancel this Account before using it without paying any fees. If your Account is a joint Account, you and your joint Accountholder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement regardless of any divorce or other legal proceedings or any agreement that may effect liability between you. If any of you gives us notice disclaiming liability for amounts owed under this Agreement, we may close the Account. In that event, you may continue to pay the outstanding balance under the terms of this Agreement. However, you will not be able to make any new charges on the Account.

#### PROMISE TO PAY

You promise to pay according to the terms that we require or request for: (a) credit extended by us to you or to anyone whom you permit to use this Account; (b) Finance Charges, late charges, and other administrative charges (e.g., returned check charge, overlimit fee and research charge) provided in this Agreement; (c) collection costs, and attorneys' fees as permitted by applicable law; and (d) credit in excess of your credit limit that we may extend to you. We can accept late or partial payments or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without waiving our right to immediate payment in full or losing any of our rights under this Agreement.

#### MAXIMUM CREDIT LIMIT

You will not exceed the credit limit that we set for you. You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your credit limit. At our discretion, we may limit the amount of any type of transaction on your Account, including Cash Advances. You agree that any transaction limitations may change at any time without notice to you as long as the limit is applied to all or a substantial portion of our accounts. You agree not to allow your total unpaid balance, including Finance Charges and other charges, to exceed your credit limit established by us from time to time. We are not required to make Cash Advances (including accepting credit card checks or Automated Teller Machine ("ATM") transactions), or extend credit for purchases at your request if you have exceeded your credit

#### STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1 showing (as of the billing cycle): (a) payments, credits, purchases, Cash Advances, Finance Charges, and all other charges made to your Account; (b) the minimum payment you must make (called the "Minimum Payment") and the date it is requested; and (c) your available credit.

#### PAYMENT

Each month you must pay us at least the Minimum Payment reflected on your statement. We must receive the Minimum Payment within 25 days after the close of the billing cycle (called the "Payment Due Date"). If you wish, you may pay more than the Minimum Payment and at any time you may pay the entire amount owed (called "New Balance").

For billing cycles beginning on or after May 1, 1999, the minimum Payment each month will be equal to the greater of:

- (a) (i) 2.5% of the New Balance or \$15, whichever is greater (or the amount of the New Balance if less than \$15), plus
  - (ii) any past due amounts appearing on your statement; or
- (b) the amount by which the New Balance exceeds your credit limit.

All payments by mail must be made by check or money order. You agree that any payment you make may be returned to you without applying it to your Account and without presentation or protest, for any reason, including if the check or money order is: (1) not drawn on the U.S. Post Office or a financial institution located in the United States; (2) missing a signature; (3) drawn with different numeric and written amounts; (4) restrictively endorsed; (5) postdated; (6) not payable to Household Credit Services, Inc. or Household Bank (Nevada), N.A.; (7) not drawn in U.S. dollars on funds on deposit in the U.S.; (8) not paid upon presentation; or (9) drawn on a credit card account or other check issued by Household Bank or its affiliates. You agree to pay any bank or financial institution collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement. Disputed payments, including those marked "Payment in Full" or otherwise restrictively endorsed must be mailed to the Customer Service address shown on your monthly statement.

#### FINANCE CHARGES

Finance Charges are the total of (a) periodic Finance Charges and (b) Cash Advance Fee Finance Charges.

(a) Periodic Finance Charges. These are computed by multiplying the "Daily Periodic Rate" by the Average Daily Balance of your Account and then multiplying the result by the number of days in the billing cycle. For billing cycles beginning on or after June 1, 1999, to get the "Daily Balance", we take the beginning debit balance of your Account each day, add any new purchases and/or Cash Advances (whether in cash, by credit card check, by ATM or otherwise), any previous day's periodic Finance Charges, the Annual Fee (if applicable), Cash Advance fees, any late charges, any overlimit fees and other administrative charges (including credit life insurance) on your Account, and subtract any payments and/or credits applied to your Account. If a debit transaction posts after the beginning of your billing cycle, but the transaction occurred prior to the beginning of your billing cycle, the daily balance will be adjusted to include the transaction amount and any previous day's periodic Finance Charges, for each day the transaction was outstanding prior to the beginning of the current billing cycle. Then we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

The Daily Periodic Rate used to determine your periodic Finance Charge will be a variable rate which may change.

The Spread, Annual Percentage Rate, Daily Periodic Rate and minimum rate of Finance Charge for the Customary APR are shown on the enclosed sheet entitled "Important Information Regarding Your Account."

The Daily Periodic Rate for the Customary APR will be based on 1/365th of the sum of the highest Prime Rate published in *The Wall*

*Street Journal* on the fourth Thursday of the month preceding the month in which the billing period begins ("Index") plus the Spread. If *The Wall Street Journal* or the Prime Rate is not published on the fourth Thursday, the rate will be determined on the next day. The Prime Rate is published in *The Wall Street Journal*. The new Daily Periodic Rate is applicable to the billing cycle that begins on or the first day of the next succeeding month.

If your Minimum Payment is made after the Payment Due Date, if your payment is returned unsatisfied for any reason, you will longer be eligible for any special reduced promotional Annual Percentage Rate you may have and your entire balance will be changed to the Customary APR.

You qualify for the Customary APR as long as your Minimum Payment received and posted to your Account within 53 days of the Payment Due Date. If your Minimum Payment is 53 or more days late, your Account will no longer be eligible for the Customary APR and your entire balance will change to the Default APR. If at any time the Customary APR exceeds the Default APR, then the Customary APR will apply to the balance of your Account. Your Account may be reconsidered at a lower rate after you re-establish and maintain your Account in standing for six consecutive months.

For billing cycles beginning on or after May 1, 1999, the Daily Periodic Rate for the Default APR will be based on 1/365th of the sum of the Index plus 20.24% ("Spread") and is applicable to the billing cycle that begins on or after the first day of the next succeeding month. For example, for billing cycles beginning December 1, 1998, the FINANCIAL CHARGE for the Default APR would have been a Daily Periodic Rate of .07668% (corresponding to a 27.99% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCIAL CHARGE for the Default APR will be a Daily Periodic Rate of .07668% (corresponding to a 27.99% ANNUAL PERCENTAGE RATE). An increase in the Daily Periodic Rate will increase your applicable Daily Periodic Rate for Customary and Default APRs, which may increase the Finance Charge and the Minimum Payment due on your Account.

For billing cycles beginning on or after May 1, 1999, periodic Finance Charges on purchases begin to accrue on the date of the purchase transaction (including administrative fees and bills for unpaid Finance Charges) except that no periodic Finance Charge will be incurred on new credit card purchases if the New Balance on every statement is paid in full within 25 days after the close of the billing cycle (called your "Grace Period"). If the New Balance is paid in full for any cycle after having been paid in full or having a zero balance for the previous cycle, periodic Finance Charge will be incurred on new credit card purchases comprising the New Balance from the transaction date. For any billing cycle immediately following one for which there was a New Balance that was not paid in full within 25 days following the close of the previous billing cycle, periodic Finance Charges will be incurred on credit card purchases from the date of the transaction and on previously billed but uncollected purchases from the beginning of the current cycle.

"Cash Advances" include all advances made by cash advances at the counter, through an ATM, by check or other "cash-like" transactions which will be determined by us. Periodic Finance Charges on Cash Advances, including advances and purchases made by credit card check, will accrue from the date of the Cash Advance transaction until the Cash Advance is paid in full. Periodic Finance Charges on Cash Advances which accrue after the statement date will appear on the next statement.

If periodic Finance Charges are to be assessed, all transactions posted will have periodic Finance Charges initially calculated at the Daily Periodic Rate in effect on the posting date.

A change in your mailing address may result in a change in the billing cycle.

(b) Cash Advance Fee Finance Charges. A Finance Charge is computed on the amount of each Cash Advance as of the date of the transaction. The Cash Advance Fee FINANCIAL CHARGE for Cash Advances, including Cash Advances made by credit card check, is 4% of the Cash Advance, with a minimum FINANCIAL CHARGE of \$5. Any Cash Advance Fee Finance Charge may increase the Annual Percentage Rate.

**MINIMUM FINANCE CHARGE**

There will be a Minimum **FINANCE CHARGE** of \$2 for each billing cycle in which a periodic Finance Charge is payable. Any minimum Finance Charge may increase the actual Annual Percentage Rate.

**ANNUAL FEE**

The "Important Information Regarding Your Account" sheet indicates whether or not your Account is subject to an Annual Fee. If your Account has an Annual Fee, you agree to pay a non-refundable Annual Membership Fee for each year your Account is open in an amount to be set by us from time to time. You agree that the Annual Fee, if any, will be charged to your Account.

**LATE CHARGE**

If we do not receive the Minimum Payment within 25 days after the close of the billing cycle, you agree to pay a \$29 charge.

**RETURNED CHECK CHARGE**

You agree to pay \$29 each time your payment on your Account is returned unsatisfied by your bank or other financial institution. You agree that this fee may be added to your Account.

You agree to pay \$29 each time a credit card check is returned unsatisfied by us for any reason. This fee will be added to your Cash Advance balance.

**OVERDRAFT FEE**

You agree to pay a \$29 fee for each billing cycle you exceed your credit limit.

**RESEARCH CHARGE**

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

**APPLICATION OF PAYMENTS**

Your payments will be allocated in a manner we determine in accordance with applicable law, and may change from time to time.

**CHANGE OF TERMS (including Finance Charges):** SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGE, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES. WE MAY ASSIGN YOUR ACCOUNT TO OUR AFFILIATES OR TO SOME OTHER FINANCIAL INSTITUTION AT ANY TIME.

**DEFAULT AND TERMINATION OF AGREEMENT**

You will be in default under this Agreement upon: (a) your failure to make at least the Minimum Payment when due; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; (j) your default under any other loan or agreement you have with us or any of our affiliates; (k) your moving out of the U.S. or providing us with a non-U.S. mailing address; (l) your becoming incompetent; (m) your exceeding your credit limit; (n) your payment is returned unsatisfied by your bank or financial institution for any reason; or (o) any credit card check is returned unpaid by us. After your default, your Account balance will continue to accrue Finance Charges at the contract rate. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by

the law in the state in which you reside. Upon default, we will apply your payment first to attorneys' fees and then to principal and unpaid Finance Charges.

**CREDIT AUTHORIZATIONS**

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

**CARD RENEWAL**

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

**CARD CANCELLATION**

We can terminate or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. Balances outstanding under this Agreement when your credit limit is reduced or terminated will continue to accrue Finance Charges until paid in full and are subject to all the terms and conditions of this Agreement. You agree to return to us or destroy your Card(s) and any unused credit card checks, and we will not honor any credit card check written on your Account if we receive the check after your Account is cancelled.

**CLOSING YOUR ACCOUNT**

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

**LIABILITY FOR UNAUTHORIZED USE**

You should retain copies of all charge slips until you receive a statement, at which time you should verify that the charges are correct and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use if it occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon learning of the loss, theft or possible unauthorized use at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the phone number listed on the billing statement. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use will not include use by a person to whom you have given the credit card authority to use the Account, and you will be liable for all use by such user. To terminate this authority, you must retrieve the credit card from the previously authorized user and return it to us at the address mentioned above along with a letter explaining why you are doing so.

**SECURITY**

We are extending you an unsecured line of credit. We therefore do not have any security interest that might arise under this Agreement or language in other loan agreements you may have with us.

**LOST OR STOLEN CREDIT CARD CHECKS**

You agree to notify us immediately if any credit card checks are stolen. You may notify us by calling 1-800-395-4500.

**CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT**

You agree to give us prompt notice of any change in your name, address, telephone number or place of employment.

**STOP PAYMENT**

We will add a \$29 fee to the Cash Advance balance each time a payment of a credit card check is stopped at your request. We will stop payment on a credit card check by notifying us in writing at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the telephone number listed on the billing statement. When you

include the number, pay to, and date of payment. You must check on which payment is to be stopped. If you call, you must confirm the call in writing within 14 days. A written stop payment will remain in effect for six months unless renewed in writing.

on the transaction date or any preceding  
APPLICABLE LAW. This Agreement and your Account will be governed by federal law and the laws of Nevada, whether or not you live in Nevada and whether or not your Account is created outside Nevada. This Agreement is entered into in Nevada and all credit under this Agreement will be extended into Nevada and all terms and conditions of this Agreement including change of terms or applicable law provisions, the Finance Charge, late charge, returned check charge, overlimit fee and research charges provided for in this Agreement are deemed to be interest under this Agreement and material to the determination of the Finance Charge.

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

**Transfer Your Account.**

**PRIVACY PRACTICES**

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may furnish on a regular basis credit and experiential information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained in your application with our affiliates and other third parties. You agree that the Department of Motor Vehicles may release your resident address to us, should it become necessary to locate you. You agree to address to us, our supervisory personnel may, listen and record telephone calls between you and our representatives in order to evaluate the quality of our service.

our service to you and to other customers.

You agree that we may share credit information we obtain about you or your account with persons related to us by common ownership or affiliated by corporate control. We may prohibit sharing of credit information by writing to us at P.O. Box 616, Sollana, CA 93912-6162 and including the name, address, account number, security number, signature and, if applicable, account number of the person making the election. Your request will not apply to each person making the election.

Our request will not apply to information relating to your transactions or experiences with us.

UPDATING FINANCIAL AND OPERATIONAL INFORMATION  
do not affect the financial and operational information in the financial statements.

if any provision under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

**Household Credit Services, Inc.** provides processing services for Household Bank (Nevada), N.A. You may write to us at: Household Bank (Nevada), N.A., P.O. Box 90707, Las Vegas, Nevada 89193-0707.

Thomas M. Kimble  
Executive Vice President  
December 1, 1998

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

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us as soon as possible. We must hear from you no later than 60 days after we send 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 suspect error; describe the error and explain why you believe the error is an error. If you need more information, describe the item you are paying for. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop this payment by giving us written notice. If you do not do this, we may deduct the amount of your bill from your savings or checking account.

letter must reach us ~~at least 30 days before payment is due~~ before payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 30 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 are delinquent, and we can apply any unpaid balance to any new questioned amount, including finance charges, and you do not have to pay any questioned 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 amount 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 other cases, we will send you a statement of the amount you owe and the date that it is due. If you fall delinquent, our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report you to that this matter has been settled with us when we finally tell you if your bill was correct.

(c) within your home state within 100 miles of your address; and

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

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

Household Bank is a registered mark of Household International, Inc.  
Household Credit Services, Inc.

101198 (1208)

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

---

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 07 - 1385 - CD
vs.	)	
	)	
<b>LINDA LANSBERRY</b>	)	
	)	
Defendant(s).	)	

---

To: **LINDA LANSBERRY**  
**1058 FOREST STREET**  
**COALPORT, PA 16627**

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:

 3-7-08

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

FILED *Re*

MAR 07 2008

3/11/2008

William A. Shaw

Prothonotary/Clerk of Courts

CMNT w/ NOTICE TO  
DEFT 1

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

CACH, LLC	)	COURT OF COMMON PLEAS	CMNT	w/ NOTICE TO
	)	CLEARFIELD COUNTY		
Plaintiff(s),	)			
	)	NO: 07 - 1385 - CD		
vs.	)			
	)			
LINDA LANSBERRY	)	PRAECIPE TO ENTER		
	)	JUDGMENT BY DEFAULT		
Defendant(s).	)			
	)			

TO THE PROTHONOTARY:

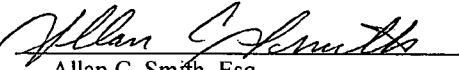
Please enter a Default Judgment in favor of plaintiff, **CACH, LLC**, and against the defendant(s), **LINDA LANSBERRY**, for failure to answer or otherwise respond to the Complaint in Civil Action.

The Complaint was served upon the defendant(s) on **September 4, 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) **LINDA LANSBERRY** by regular United States mail, postage paid, on **January 24, 2008**, is attached hereto as Exhibit "B".

Assess damages in the amount of **\$ 2031.99** as follows: [a] **\$ 1121.83** principal being sought in the Complaint; [b] **\$ 470.00** 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 **\$ 55.16**.

Date: **February 18, 2008**

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103138  
NO: 07-1385-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: LINDA LANSBERRY

**SHERIFF RETURN**

NOW, September 04, 2007 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON LINDA LANSBERRY DEFENDANT AT 1058 FOREST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA LANSBERRY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	3694	10.00
SHERIFF HAWKINS	HARRISON	3694	45.16

Sworn to Before Me This

\_\_\_\_ 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

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 07 - 1385 - CD
vs.	)	
<b>LINDA LANSBERRY</b>	)	
	)	
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) **LINDA LANSBERRY** by United States mail, postage prepaid and certified mail, on **January 24, 2008** at his/her last address of **1058 FOREST STREET, COALPORT, PA 16627**.

Date: **February 18, 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,	)	
	)	
	)	
	)	NO. 2007-1385-CD
<b>LINDA LANSBERRY</b>	)	
	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
	)	

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TO: **LINDA LANSBERRY**  
**1058 FOREST STREET**  
**COALPORT, PA 16627-0043**

**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 24, 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,	)	
vs.	)	NO: 07 - 1385 - CD
<b>LINDA LANSBERRY</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 **LINDA LANSBERRY**.
3. Our latest information is that the defendant is employed at **BAR 53 LISAS CATE**.
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 18, 2008**

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

Department of Defense Manpower Data Center

FEB-18-2008 09:05:34



Military Status Report  
 Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
LANSBERRY	LINDA		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: UJTMKZWSWB

Law Firm of Allan C. Smith, P.C  
Attorney I.D. No. 204756  
1276 Veterans Hwy, Suite E-1  
Bristol, PA 19007  
**1-888-275-6399 // (215) 428-0666**

Attorney for Plaintiff

FILED  
M 10:30 A.M. GK  
DEC 23 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
3cc A444

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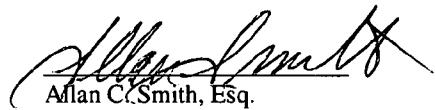
CACH, LLC.	)	COURT OF COMMON PLEAS
4340 SOUTH MONACO STREET 2ND FLOOR	)	CLEARFIELD COUNTY
DENVER, CO 80237	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.: 2007-01385-CD
	)	
LINDA J LANSBERRY	)	
1058 FOREST STREET	)	
COALPORT, PA 16627	)	
	)	

---

#### ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of **CACH, LLC.**, the plaintiff in this action.

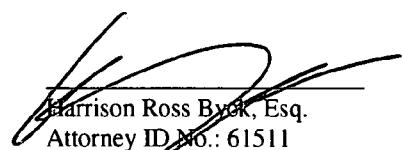


Allan C. Smith, Esq.  
I.D No. 204756  
Law Firm of Allan C. Smith, P.C  
1276 Veterans Hwy- Suite E-1  
Bristol, PA 19007

#### WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdrawal my appearance on behalf of **CACH, LLC.**, the plaintiff in this action.



Harrison Ross Byck, Esq.  
Attorney ID No.: 61511  
Law Office of Harrison Ross Byck, Esq. P.C  
1276 Veterans Hwy- Suite E-1  
Bristol, PA 19007

Date: December 14, 2011

**FILED**

**DEC 23 2011**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103138  
NO: 07-1385-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: LINDA LANSBERRY

**SHERIFF RETURN**

NOW, September 04, 2007 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON LINDA LANSBERRY DEFENDANT AT 1058 FOREST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA LANSBERRY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

**FILED**

01/14/08  
JAN 21 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	3694	10.00
SHERIFF HAWKINS	HARRISON	3694	45.16

Sworn to Before Me This

Day of 2008  
2007

So Answers,

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