07-1604-CD
CACH vs Susan Rouiller

FILED

OCT 01 2007

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William A. Shaw
Prothonotary/Clerk of Courts
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1 CENT TO SHF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACH, LLC
(Plaintiff)

CIVIL ACTION

370 17th Street-Suite 5000
(Street Address)

No. 2007-1604-CD

Type of Case: ____________

Denver, CO 80202
(City, State ZIP)

Type of Pleading: Civil Complaint

VS.

Filed on Behalf of:
Plaintiff
(Plaintiff/Defendant)

Susan Bouiller
(Defendant)

16 Bradford Drive #17
(Street Address)

Schwenksville, PA 19473
(City, State ZIP)

Harrison Ross Byck, Esq.
(Filed by)

229 Plaza Blvd-Suite 112
Morrisville, PA 19067
(Address)

215.428.0666
(Phone)

(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

CACH, LLC 370 17th STREET SUITE 5000 DENVER, CO 80202	: : :	COURT OF COMMON PLEAS CLEARFIELD COUNTY
Plaintiff,	:	
Vs.	:	No.:
SUSAN ROUILLER 16 BRADFORD DRIVE #17 SCHWENKSVILLE, PA 19473	: :	
Defendant(s).	:	

COMPLAINT

To: SUSAN ROUILLER
16 BRADFORD DRIVE #17
SCHWENKSVILLE, PA 19473

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 Complaintand 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 dernandado a usted en ia corte. Si usted quiere defenderse de estas demandas expuestas en las pagins siguientes. Usted tiene veinte (20) dias de plaza al partir dela fecha de la demanda y la notificacion. Hace falta asentar una comparencia excrita o en persons o con abogado y entregar o sus objecciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corta tomara medidas y puede continuar la demada en contra suya sin previo Avisa o notificion. Ademas la corte puede decidie a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedas o otros derechos imporrantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSOAN O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION 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) SUSAN ROUILLER, avers the following:

1. Plaintiff, CACH, LLC, is a Colorado limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado 80202.

2. Defendant, SUSAN ROUILLER, is an individuals residing at 16 BRADFORD DRIVE #17; SCHWENKSVILLE, PA 19473-2608.

3. Defendant, SUSAN ROUILLER, is indebted to GE ELECTRIC CAPITAL CORP/GE MONEY BANK on an account stated by and between them in the amount of $1,573.56 which balance was due and unpaid as of October 6, 2006 for credit card account number 7714 1101 5893 3176. <Exhibit A>

4. On or about November 13, 2006, Ge Electric Capital Corp/Ge Money Bank sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>

5. Defendant (s) SUSAN. ROUILLER last tendered a payment on this account on or about March 6, 2006.

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 $1.07 per day from the default date (24.90% annual percentage rate x $1,573.56/ 365 days) or $1.07 x 409 days = $437.85, 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$2,011.41 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of $2,011.41 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for$2,011.41 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: SEPTEMBER 12, 2007

Harrison Ross Byck

EXHIBIT A

Payment Due Date	Minimum Payment Due	New Balance	Account Number
10/09/2006	$0.00	$0.00	771 4 11 0158933176

AMOUNT PAID $ ☐☐☐☐☐ . ☐☐

☐ New address or email? Check the box at left and print changes on back.

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

SUSAN ROUILLER
16 BRADFORD DR
SCHWENKSVILLE PA 19473-2608

!194732608163!

Make Payment To SAM'S CLUB
PO BOX 530942
ATLANTA, GA 30353-0942

!303530942425!

00000000013200 000000000000000000 7714110158933176 03

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

ACCOUNT INFORMATION

Account Number :	771 4 11 0158933176
Billing Date :	10/06/2006
Payment Due Date :	10/09/2006
Days In Billing Period :	28

BALANCE SUMMARY

Previous Balance	$1,544.56
(-) Payments & Credits	$1,573.56
(+/-) FINANCE CHARGE(net)	$0.00
(+) Purchases	$0.00
(+) Cash Advances	$0.00
(+) Insurance, Fees & Adjustments	$29.00
(=) New Balance	$0.00
Minimum Payment	$0.00

TRANSACTIONS

Date	Reference Number	Description	Amount
10/06	F927700M700999990	CHARGE OFF ACCOUNT-PRINCIPALS	$1,105.11CR
10/06	F927700M700999990	CHARGE OFF ACCOUNT *FINANCE CHARGES*	$468.45CR
10/05		LATE FEE	$29.00

FINANCE CHARGE SUMMARY

How Your FINANCE CHARGE Was Calculated	Balance Subject To Finance Charge	Daily Periodic Rate	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Balance Method Calculation # (See Reverse)
Regular Purchases & Cash Advances	$0.00	.06822%	24.90%	$0.00	2D
ANNUAL PERCENTAGE RATE		24.900%	Total Periodic FINANCE CHARGE $0.00		

PAYMENT DUE BY 5P.M. ON THE DUE DATE.We may convert your payment into an electronic debit. See reverse for details.
NOTICE: See reverse side for Billing Rights and other important information.

EXHIBIT B

CERTIFICATE OF PURCHASE

I, JESSICA SNODGRASS, 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:	SUSAN ROUILLER
Original Creditor:	Ge Electric Capital Corp/Ge Money Bank
Account Number:	7714110158933176

3. On or about November 13, 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: APR 0 3 2007

By: [signature]

Sworn and subscribed to before me this 3 day of Apr, 2007.

[signature]

Notary Public

PRUDENCE TINBERG
Notary Public
State of Colorado

My Commission Expires May 03, 2010

My Commission Expires:

VERIFICATION

I, JESSICA SNODGRASS, 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 SUSAN ROUILLER owes the balance of $1,573.56 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: [signature]

Dated: APR 03 2007

Authorized Representative

EXHIBIT C

SAM'S CLUB
[34902]
CG9A (5/01) 3049-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 SAM'S CLUB® 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 SAM'S CLUB 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. 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.

3. FINANCE CHARGES. When your Account has a balance subject to Finance Charge (as described in paragraph 4 below), we will assess a Finance Charge calculated by applying a daily (monthly in PR) periodic rate ("periodic rate") to that balance. In all states except IA, ME, NC, WI and PR, your periodic rate and corresponding Annual Percentage Rate will vary. The periodic rate applied in any billing period will be equal to 1/365 of the total of (i) the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section ("prime rate") on the last business day of the calendar month preceding the first day of such billing period and (ii) 12.9%. However, the periodic rate will in no event be more than the maximum rate permitted by applicable law. If the prime rate increases, the periodic rate and corresponding Annual Percentage Rate may increase, and as a result the Finance Charge, the Minimum

Payment and the number of payments may also increase. Any new periodic rate will apply to your entire Account balance.

The periodic rate under the above formula as of May, 2001 was **.05590%** and the corresponding **ANNUAL PERCENTAGE RATE** was **20.40%**.

If the actual periodic rate in effect as of the date you submitted your Application is different from the rate stated above, we will disclose it to you on or with this Agreement, in a form you can keep, before your first transaction is charged to your Account.

In IA, ME, NC, WI and PR, the periodic rate and corresponding Annual Percentage Rate will not vary. In IA and WI, the periodic rate is **.04932% (ANNUAL PERCENTAGE RATE 18%)**. In ME and NC, the periodic rate is **.05754% (ANNUAL PERCENTAGE RATE 21%)**. In PR, the monthly periodic rate is **1.75% (ANNUAL PERCENTAGE RATE 21%)**.

A minimum **FINANCE CHARGE** of $1.00 ($.50 in IA) will be assessed for any billing period in which a Finance Charge is due, except in PR. No minimum **FINANCE CHARGE** will be assessed in PR.

The **ANNUAL PERCENTAGE RATE** may sometimes be referred to as "APR".

4. 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.

In all states except PR, 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 made and credits issued 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.

In PR, we figure the balance subject to Finance Charge using the "Average Daily Balance" calculation method. Each day we take the beginning balance of your Account, and subtract any payments, other credits applied to that balance that day, and any unpaid Finance Charges. We do not add in any new Purchases. This gives us the daily balance. Then we add up all the daily balances in the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance. Any Average Daily Balance less than zero will be treated as zero. Late Payment Fees, Returned Check Fees and Insurance premiums, if any, are not included in the daily balance.

5. 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. Except in PR, if there is a Previous Balance for the billing period, including any balance of Purchases made under any Special Payment Plan, 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.

In PR, new Purchases made in a billing period are not added in determining the daily balance during that billing period and do not begin to accrue a Finance Charge until the start of the following billing period.

6. PAYMENTS. Unless otherwise provided for 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 amount shown in the following table, rounded to the next highest dollar.

New Balance	Minimum Payment
$0 through $499.99 Balance	The greater of $15 or 1/20 of the New
$500 through $999.99	1/24 of the New Balance
$1,000 through $1,999.99	1/30 of the New Balance
$2,000 and greater	1/36 of the New Balance

In addition, your Minimum Payment will also include any past due amounts. When the New Balance is less than $15, you must pay us the New Balance.

You may at any time pay the entire balance in full or more than the 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, additional Finance Charges, or may cause your Account to be subject to the Delinquency Rate. You understand, however, that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address. Although we post your payments in the manner described above, in certain limited circumstances, your available 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 8 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 pay-

ments 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 check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is 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.

7. 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 $50, the Late Payment Fee is $7.50. We do not impose a Late Payment Fee in PR.

B. RETURNED CHECK FEE. We may impose a Returned Check Fee of $25 ($20 in IA) if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored. No returned check fee will be imposed in PR.

8. 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 pay off 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).

9. 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.

10. 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 any 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.

11. 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) reduce your 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.

12. 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 8139, Mason, OH 45040, or by calling us at 1-800-964-1917. 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 1-800-964-1917.

13. 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 reviewing 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, Georgia 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.**

14. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT. You authorize and direct us to furnish information about you and your Account to SAM'S CLUB (and its affiliates) for use in connection with the SAM'S CLUB program, including to create and update their customer records for you, to assist them in better serving you, and to provide you with notices of special promotions, catalogs 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.

15. 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.

16. NO WAIVER 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, at our option: (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.

17. 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. You agree that when we are notified that you have a new address, the terms of this Agreement specifically applicable to the residents of your new state of residence will apply to the entire balance of 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.

18. 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. This Arbitration Provision does not apply in PR.

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 agreement, 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, constitutions, 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 if 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 within that 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 from the above list. If you fail to select a different administrator within the 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 Claim(s) 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 (whichever 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 $100,000, 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 Monogram Credit Card Bank of Georgia, SAM'S CLUB, 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.

Contacting 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, (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); J.A.M.S., 45 Broadway, 28th Floor, New York, NY 10006, www.jamsadr.com, (800) 352-5267, Financial Services Arbitration Rules and Procedures; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371, Code of Procedure.

19. 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.

20. 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.

21. 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.

22. MEMBERSHIP BILLING/CANCELLATION. Your SAM'S CLUB Membership ("Membership") fee will be automatically billed to your Account by us, and your acceptance of the Card constitutes your agreement to such billing. You are not required to apply and/or have an Account in order to have a Membership, but you must be a Member in order to apply and/or have an Account. If your Membership is suspended or canceled for any reason, including but not limited to, a breach of any of the terms of the Advantage Membership Conditions and Rules of Operation, then you understand that you will not be able to use this Account. In addition, if your Account is 90 days or more past due, then your Membership may be suspended or canceled at SAM'S CLUB sole discretion.

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.

PUERTO RICO RESIDENTS: You may request a copy of this Agreement in Spanish.

NOTICE TO APPLICANT: (A) DO NOT SIGN THE APPLICATION/AGREEMENT BEFORE YOU READ IT OR IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP A 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.

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

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

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us in Case of Errors or Questions About Your Bill.
If you think your bill is wrong, or if you need more information about 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.

• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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.

IMPORTANT INFORMATION—PLEASE READ
SAM'S CLUB Personal Credit Account Program
Monogram Credit Card Bank of Georgia
Privacy Policy

As a valued customer, we are committed to providing you with exceptional service and product offers. To do this, we rely on, and sometimes share with other parties, information about you. We want you to understand what information we collect, how we share it, and the steps we take to protect customer information. We also want you to understand the choice you have regarding our sharing of information with others.

This Privacy Policy applies only to personal SAM'S CLUB Accounts of Monogram Credit Card Bank of Georgia ("Monogram," "We" or "Us").

Information We Collect — We collect personally identifiable information about you, other applicants, and authorized users for many reasons, including to help identify you, evaluate your application, service and manage your Account, and broaden our relationship with you (such as by offering you products or services that you may find valuable). We collect this information from a number of sources, including the following:

- Information provided by you on Account applications and other forms, including identifying information such as address, telephone number, e-mail address, social security number, date of birth, and mother's maiden name, and credit information such as income and employment.
- Information obtained through your transactions and relationship with us, our affiliates, SAM'S CLUB and others such as items purchased, payments, payment method, and information provided on customer service and collections calls.
- Information provided by credit bureaus and similar companies, such as your account and payment history with other lenders.
- Information provided by other third parties, such as demographic firms, in connection with marketing programs.
- Information obtained online, including from "cookies" (small pieces of data stored by your Internet browser on your computer) or other technology that may be used to remember passwords for you, to track your website usage with us, and to provide you with customized content, among other things

Information We Share with Others — We may use and share all of the information described above, subject to applicable law, with the following (these examples are not intended to be all-inclusive):

- **SAM'S CLUB and its affiliates:** To assist you in using your Account, we provide application information about you, your Account number and other information to SAM'S CLUB and its affiliates for use in connection with the SAM'S CLUB program and as otherwise permitted by law. This information might be used, for example, to enable their associates to answer questions about your Account, or to look up your Account number for you. Access to this information also enables SAM'S CLUB to provide you with notices of special promotions and other tailored offerings, as well as to update its customer records and to perform other SAM'S CLUB program functions. They may use their affiliates, licensees, or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers:** We provide information to SAM'S CLUB and other companies (including our affiliates) to assist us in servicing Accounts, like preparing billing statements and promotional materials, and responding to customer inquiries. We also may use marketing firms, such as modeling companies, to assist us in our own marketing efforts.
- **Joint Marketing:** We may provide information about you and your Account to another financial institution to jointly offer financial services and/or products, such as loan products or credit insurance.
- **Our Affiliates:** Our affiliates are other companies in the General Electric Company corporate family ("GE Family").

  (i) In addition to using affiliates to perform services in connection with your Account, we may provide information, such as identification, transaction and experience information, to financial services affiliates, such as those offering insurance and investment products, and we may provide information to nonfinancial services affiliates, such as those offering consumer products.

  (ii) For some programs, we also may provide such affiliates with information from your application used to determine your eligibility for credit (e.g., income) and from credit bureaus, such as your credit score or credit history (collectively, "Consumer Report Information," which does not include identification information or our transaction and experience information). See **"It's Your Choice" for details on how to be excluded from our sharing of such Consumer Report Information.**
- **Third-Party Offers:** We work with select outside companies to develop special offers for you, which many of our customers find

valuable. For example, we disclose information, either directly or through SAM'S CLUB, to financial services providers, such as companies offering insurance, mortgages, or loan products, and to nonfinancial companies, such as those offering card registries, clubs tailored to your interests (like travel clubs), and other consumer products and services. The information we disclose may include name, address and telephone numbers, as well as Account purchase and performance history. **See "It's Your Choice" for details on how to be excluded from those programs.**

- **Others:** We report Account information, such as credit limit, balances and payment information, to credit bureaus. In addition, we may buy and sell assets, lines of business and/or Accounts. When this occurs, customer information generally is disclosed to bidders and is one of the transferred business assets. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

It's Your Choice — Many customers appreciate receiving information about products or services offered by other companies that may be of interest to them. However, we want you to have a choice. **If you have previously informed us of your preference, you do not need to do so again. Please call us toll-free at 1-877-969-9021, or write to us at P.O. Box 103064, Roswell, GA 30076, if you would like to request the following:**

Please do not share information about me with companies outside the GE Family, other than with SAM'S CLUB and its affiliates for use in connection with the SAM'S CLUB program and as otherwise permitted by law. And please do not share Consumer Report information about me with companies within the GE Family.

Please understand that, even if you select this choice, we also will continue to share information with joint marketing partners and service providers as described in this policy, and as otherwise permitted by law.

Important Notes About Your Choice

- If you have a joint account, a request by one party will apply to all parties on the account.
- We will process your request promptly. However, it may take us several weeks to ensure that all records are updated with your preference. In the interim, you may continue to be included in programs as described above.
- Please note that after your request is processed, you may still be contacted by our affiliates and/or other companies based on their own information.
- We will continue to provide you with billing inserts and mail notices of special offers and new benefits.

Our Security Procedures — The security of customer information is very important to us and we take a number of steps to safeguard it. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard nonpublic personal information about you. We limit access to personal and Account information to those employees and agents who assist us in providing products and services to you. Employees who fail to follow our established standards are subject to disciplinary action. We also require third parties to whom we disclose nonpublic personal information to adhere to this Privacy Policy and to establish information security procedures.

Your Access to Information — We provide you access to information about your Account in several ways. For example, we send you monthly billing statements outlining your transactions, finance charges, and other Account information. You may also call the customer service telephone number if you have additional questions about your Account. For instructions on how to dispute billing information or information we have reported to a credit bureau, please see your Account Agreement or the reverse of your billing statement.

How This Policy Applies to You — The examples contained in this Privacy Policy are illustrations only, and are not intended to be all-inclusive. If you decide to close your Account or become an inactive customer, or if we close or suspend your Account, we will continue to adhere to the privacy policies and practices described in this notice to the extent we retain information about you. We may amend this Privacy Policy at any time, and we will inform you of changes as required by law. You may have other privacy protections under state laws and we will comply with applicable state laws when we disclose information about you. This Privacy Policy applies only to personal SAM'S CLUB Accounts of Monogram and does not apply to any other accounts you may have with us, and replaces our previous disclosures to you about our information practices.

Si desea recibir una copia de este aviso en español por favor llame al 800-964-1917.

The credit insurance product is not a deposit or other obligation of, or guaranteed by, Monogram Credit Card Bank 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 COVERAGES

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, NC, PA and TX, after 30 consecutive days of unemployment or disability, Accountgard pays your scheduled minimum monthly payment 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. 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 VA. Unemployment coverage is not available in NH. Unemployment benefits are limited to 12 months in PA. In CA, MN, NY, NC, PA and WA, disability benefits are not payable for pre-existing conditions that occurred within six months prior to the effective date. In CA, disability benefits are not payable for pregnancy, childbirth or self-inflicted injuries. You are eligible for these coverages 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, MT, NJ, NM, NY, PA, SC and WI. In AZ, CA, ID, IL, IN, MD, MN, MS, OR, TX and WA, this seasonal restriction only applies to unemployment coverage; and in NC and 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) dies, 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.

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; childbirth/adoption (except in NJ); 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 scheduled 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 preexisting conditions voluntary resignation, 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, NE, NH, NM, NY, 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 64 in most states, except: age 65 in CO, ID, IA, NV, NY, OR, PA, SC & SD; age 69 in AZ, NC, OK & VA; age 70 in FL, GA, MI & MO; and age 71 in NH; in MN the maximum eligibility age for unemployment coverage is 65 and terminates at age 66; in TX, no minimum age applies. Coverage ends at age 65, except: age 66 in CO, ID, IA, NY, OR, PA & SC; age 70 in AZ, NV, OK & VA and age 71 in FL, GA, MI & MO; and age 72 in NH; life coverage only ends on the next billing date after age 70 in NY, and no termination age applicable, if initially eligible in NC, 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 (ABLAC) and American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, FL 33157-6596. In CA, Life and Disability coverage provided by ABLAC and ABIC 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 AC2236PL, AE2379PL-0399, AA3740PL and BA2051PL; coverage for disability is provided under form numbers AB9328PO-0485, AB8833PO-0263, AB2453PO-0987 and BA2016PO-0795. In TX, life and disability certificate number is AC3118CR-0592(3.53R.A.); unemployment coverage is provided under form AD9139CO-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. COVERAGE IS NOT AVAILABLE IN WEST VIRGINIA STORES.

FOR CARDHOLDERS WISHING TO OBTAIN SEPARATE COVERAGES: 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 MN, 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.

LA 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.

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 REPOSSESS 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 Absence	Total
AK	$0.0700	$0.4300	$1.0000	N/A	$1.5000
AZ	0.0800	0.4300	1.0000	$0.3100	1.8060
AR	0.0700	0.4300	1.5600	0.1400	1.2000
CA	0.0600	0.7630	1.0000	0.3100	1.6730
CO	0.0700	0.2000	0.4500	0.4000	0.8500
CT	0.0900	0.2600	1.0000	0.4000	1.7400
DE	0.0700	0.4300	1.0000	0.3000	1.8000
DC	0.0700	0.4300	1.0070	0.3001	1.8008
FL	0.0700	0.4300	1.0000	0.3000	1.8000
GA	0.0740	0.1650	1.0000	0.4000	1.6550
HI	0.0610	0.3550	0.6700	0.4000	1.4818
ID	0.0700	0.2128	1.0000	N/A	1.3028
IL	0.0700	0.4300	1.0200	0.3000	1.8000
IN	0.0700	0.4300	1.0000	N/A	1.5000
IA	0.0700	0.2200	0.2000	0.4000	0.8900
KS	0.0700	0.4300	1.0000	0.3000	1.8000
KY	0.0700	0.4300	1.0000	0.3000	1.8000
LA	0.0700	0.4300	1.0000	N/A	1.5800
ME	0.0550	0.3500	0.8100	0.4000	1.6160
MD	0.0660	0.1700	0.4000	0.4000	1.0360
MA	0.0690	0.4300	1.0000	0.3010	1.8000
MI	0.0700	0.4300	1.3000	N/A	1.8000
MN	0.0619	0.2750	0.4600	N/A	0.7960
MS	0.1330	0.4900	1.0000	0.2370	1.8090
MO	0.0700	0.4300	0.5700	0.4000	1.4763
MT	0.0700	0.4300	1.0000	0.3000	1.8000
NE	0.0700	0.4300	1.0000	N/A	1.5000
NV	0.0700	0.4300	1.0000	0.3000	1.2093
NH	0.0570	0.4300	N/A	N/A	0.4273
NJ	0.0570	0.3300	0.9590	0.3800	1.7678
NM	0.0340	0.1500	1.0000	N/A	1.2340
NY	0.0550	0.1230	0.1900	N/A	0.3680
NC	0.0740	0.2150	0.3570	N/A	0.6460
ND	0.0620	0.4300	1.0000	0.3000	1.7920
OH	0.0700	0.4300	1.0000	0.3000	1.8000
OK	0.0700	0.4300	1.3000	0.3000	1.8008
OR	0.0650	0.2100	1.0000	N/A	1.2758
PA	0.0600	0.2250	0.3040	0.1520	0.7510
RI	0.0700	0.1750	1.0300	0.4020	1.6090
SC	0.0700	0.4300	0.0300	N/A	1.5300
SD	0.0700	0.4300	1.0000	0.3000	1.8000
TN	0.0700	0.4300	1.0000	0.3000	1.8088
TX	0.0420	0.1450	0.1500	N/A	0.3860
UT	0.0650	0.3870	1.0000	0.3050	1.7570
VT	0.0640	0.4300	1.0000	N/A	1.4840
VA	0.0693	N/A	1.0000	0.4500	1.4597
WA	0.0560	0.3100	1.0000	0.4000	1.7660
WV	0.0700	0.4330	1.0000	0.3000	1.8030
WI	0.0670	0.4300	1.0000	0.2100	1.7970
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.

SAM'S CLUB
[34902]
CG9A (5/01) 3049-T&C

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Morrisville, Pennsylvania 19067
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Attorney for Plaintiff

FILED 3CC Atty Byck
m/ 11:12 am
MAY 14 2010
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William A. Shaw
Prothonotary/Clerk of Courts

CACH, LLC. 4340 S. MONACO STREET 2ND FLOOR DENVER, CO 80237 **Plaintiff,**	**COURT OF COMMON PLEAS** **CLEARFIELD COUNTY**
vs.	**NO: 2007 - 01604 - CD**
SUSAN ROUILLER 16 BRADFORD DRIVE SCHWENKSVILLE, PA 19473 **Defendant(s).**	

ORDER TO SETTLE, DISCONTINUE & END

TO THE CLERK OF CLEARFIELD COUNTY:

Kindly mark the above captioned matter as Settled, Discontinued and Ended.

Harrison Ross Byck, Esq.

Date: May 05, 2010

BT