

07-1710-CD
CACH vs Tammie Frantz

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACH, LLC
(Plaintiff)

CIVIL ACTION

370 17th Street-Suite 5000
(Street Address)

No. 07-1710-CD

Denver, CO 80202
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Complaint

VS.

Filed on Behalf of:

Tammie Frantz
(Defendant)

Plaintiff
(Plaintiff/Defendant)

415 S. Church Street
(Street Address)

Du Bois, PA 15801
(City, State ZIP)

FILED ^{pt \$85.00} _{Att'y}
m/11:35 _{2cc Att'y}
OCT 22 2007 _{ICC SHFF}

William A. Shaw
Prothonotary/Clerk of Courts

Harrison Ross Byck, Esq.
(Filed by)

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

215-428-0666
(Phone)

[Signature]
(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 17 th STREET	:	
SUITE 5000	:	
DENVER, CO 80202	:	COURT OF COMMON PLEAS CLEARFIELD COUNTY
Plaintiff,	:	
Vs.	:	No.:
TAMMIE FRANTZ	:	
415 S. CHURCH STREET	:	
DU BOIS, PA 15801-1911	:	
Defendant(s).	:	

COMPLAINT

To: TAMMIE FRANTZ
415 S. CHURCH STREET
DU BOIS, PA 15801-1911

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 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 partirde la 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 notificacion. Ademias 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) TAMMIE FRANTZ, 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, TAMMIE FRANTZ, is an individuals residing at 415 S. CHURCH STREET; DU BOIS, PA 15801-1911.
3. Defendant, TAMMIE FRANTZ, is indebted to BANK OF AMERICA,N.A on an account stated by and between them in the amount of \$14,396.60 which balance was due and unpaid as of November 14, 2004 for credit card account number 4319 0410 0963 8943. <Exhibit A>
4. On or about October 6, 2006, Bank Of America,N.A sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) TAMMIE. L.FRANTZ last tendered a payment on this account on or about April 23, 2004 for \$83.28.
6. A copy of the credit card agreement is attached hereto. <ExhibitC>
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 \$9.17 per day from the default date (23.24% annual percentage rate x \$14,396.60/ 365 days) or \$9.17 x 600 days = \$5,499.90, which is accrued interest through the date of filing, plus an award of late fees of \$-0-, plus court costs and reasonable attorneys fees of \$ 2,879.32. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or\$ 22,775.82 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$ 22,775.82 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for\$ 22,775.82 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: October 8, 2007

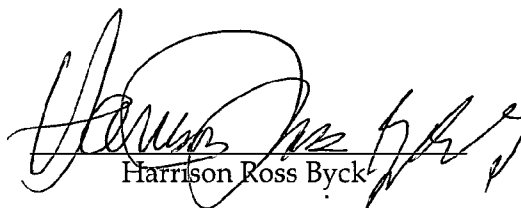

Harrison Ross Byck

EXHIBIT A

TAMMIE L FRANTZ

Bank of America 

Account Number: 4319 0410 0963 8943

Customer Corner

See the Important notice on the back regarding reporting information about your account to credit bureaus.

Your Bank of America Visa® Account

New Balance \$8,185.10 Past Due Amount \$1,023.43

Total Credit Line	\$0.00	Available Credit	\$0.00
Cash Limit	\$0.00	Available Cash	\$0.00
Overlimit Amount	\$165.10	Billing Date	11/14/04
Minimum Payment Due	\$8,165.10	Payment Due Date	12/09/04

24-Hour Customer Service
For Lost or Stolen Cards

1.800.732.9194
1.800.848.6090

Pay online! Visit
www.bankofamerica.com

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Nov 08	Nov 08		LATE PAYMENT FEE	\$35.00
Nov 14	Nov 14		PURCHASE FIN CHG CREDIT	CR \$585.58
Nov 14	Nov 14		CASH FINANCE CHG CREDIT	CR \$188.25
Nov 14	Nov 14		LATE FEE CREDIT	CR \$175.00
Nov 14	Nov 14		PURCHASE FIN CHG CREDIT	CR \$4.97
Nov 14	Nov 14		OVERLIMIT FEE CREDIT	CR \$128.00
Nov 14	Nov 14		PURCHASE FIN CHG CREDIT	CR \$4.61
Nov 14	Nov 14		MISCELLANEOUS FEE CREDIT	CR \$5.00
Nov 14	Nov 14		PURCHASE FIN CHG CREDIT	CR \$0.95
Nov 14	Nov 14		PURCHASE FINANCE CHARGE C	CR \$144.30
Nov 14	Nov 14		PERIODIC FINANCE CHARGE	\$187.81

Account Summary

Previous Balance		\$9,156.83
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$35.00
Credits	-	\$1,214.64
FINANCE CHARGE	+	\$187.81
Payments	-	\$0.00
New Balance	=	\$8,165.10
Past Due Amount	=	\$1,023.43

Bank of America 

0008328 0816510 0816510 4319041009638943

BANK OF AMERICA
PO BOX 5270
CAROL STREAM IL 60197-5270

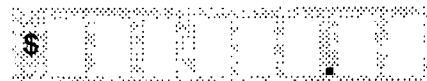

TAMMIE L FRANTZ
415 S CHURCH ST
DU BOIS, PA 15801-1911


Payment Coupon

Account Number	4319 0410 0963 8943
Payment Due Date	12/09/04
Total Minimum Payment Due	\$8,165.10

New Balance: \$8,165.10

Amount Enclosed



Make check or money order payable to Bank of America.

TAMMIE L FRANTZ

Account Number: XXXX-XXXX-XXXX-8943

Bank of America 

Page 3 of 4

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	23.990%	0.06573%v D	\$6,195.60	\$126.25 P
Cash	23.990%	0.06573%v D	\$1,393.99	\$28.41 P
Promotional 4	23.990%	0.06573%v D	\$1,628.93	\$33.15 P

ANNUAL PERCENTAGE RATE 23.990%

v=Variable

EXHIBIT B

CERTIFICATE OF PURCHASE

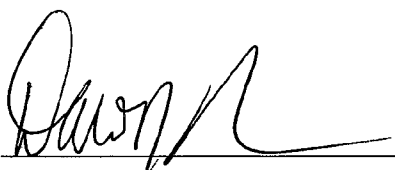
I, Dawn Rannells, hereby depose and state that:

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:

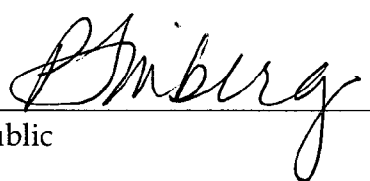
Customer Name:	TAMMIE L FRANTZ
Original Creditor:	Bank Of America, N.A
Account Number:	4319041009638943

3. On or about October 6, 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 01 2007

By: 

Sworn and subscribed to before me this 1 day of Mar, 2007.


Notary Public

PRUDENCE TINBERG
NOTARY PUBLIC
STATE OF COLORADO

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 TAMMIE L FRANTZ owes the balance of \$14,396.60 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of 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:  _____

Dated: MAR 01 2007

Authorized Representative

EXHIBIT C

Some Cash Advances on your bill. Remember, however, you may be liable for up to 25% of any cash advance used before you repay it.

Transacting with Merchants

- If you use a purchase, and the merchant discloses a policy such as "no cash back," "no return or credit without receipt," "no 1% store credit," or "all sales final," you may be bound by that policy.

- When using your Account to make cash or buying merchandise, you should obtain the merchant's cancellation policy and know it. If you cancel, the merchant may charge you unless you can provide a receipt. The cancellation code which the merchant is required to give you, if you make a purchase to charge your Account for repeat transactions without your credit limit, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or a new Account number is issued by us.

- If you disagree with a transaction on your billing statement, you will provide information or assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have unless prohibited by applicable law.

Default. Your Account is in default if you fail to comply with any of the terms of this Agreement or any other loan agreement with us or anyone else in the event of your death, incompetency, bankruptcy, insolvency, trust or reorganization, or if we reasonably believe that you will be unable to make to fully repay you on to anyone. If you are in default, we may close your Account without notice, and you must immediately pay your unpaid balance. Closing Your Account. We may close your Account or suspend your credit privileges at any time without prior notice except as required by law. You will still be liable for any cash advance or other debt you owe to us. You will still be liable for any cash advance or other debt you owe to us. You will still be liable for any cash advance or other debt you owe to us.

If we need a request from any Account holder to close an Account or remove an Account holder from the Account, we may honor or refuse the request without prior notice.

Change of Terms. We may change any term, condition, service or feature of your Account at any time. We will provide you with notice of the change to the extent required by law. Unless we state otherwise, a new term will apply to your Account's unpaid balance and to any cash advance on your Account. If we need your consent to the new term, we will tell you of the effective date of the new term and the time period in which you can notify us that you do not accept the new term. If you do not notify us, we will assume that you accept the new term.

Dispute Resolution. If you or we request, your controversy with us will be decided by arbitration, reference or a court, as described below.

(a) Arbitration—A controversy involving 1 account, or 2 or more accounts with at least 1 common owner, will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

(b) Preference—A controversy that is not subject to arbitration under (a) above and that is brought in the State of California will be decided by arbitration under California Code of Civil Procedure §205 and related sections. A reference who is an active attorney or retired judge will be appointed by the court after selection by the American Arbitration Association using the procedure for selecting arbitrators.

(c) Civil Trial—A controversy that is not subject to arbitration under (a) above and that is not brought in the State of California under (b) above will be decided in a court that according to applicable rules of civil procedure. Payment of "Judgment in Full." We may accept letters, checks, or other forms of payment tendering payment in full or using other language to indicate satisfaction of your debt. We will not be bound by any such communication to the "tendering tender" unless you send us such communication to the satisfaction of the full amount due within a written agreement, signed by one of our authorized employees.

Foreign Currency Transactions. Visa or MasterCard will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard regulations. The conversion rate may differ from the rate on the date of your transaction. Country Visa and MasterCard use a currency conversion rate of either: (1) a worldwide market rate, or (2) a government-mandated target. In each case, Visa and MasterCard use the rate in effect one day before the conversion date and increase the dollar amount by 1%, which they show as a surcharge on your bill. We will post to your Account the converted U.S. dollar amount determined "Visa or MasterCard."

Payments in Foreign Currency. For all amounts you owe your Account, you will pay us in U.S. dollars. All checks must be drawn from funds on deposit in a U.S. depository financial institution. We may, at our option, accept payment made in foreign currency to checks drawn on non-U.S. banks. If we do, we may impose service and collection charges. Our determination of service and collection charges will be final.

Telephone Monitoring. Our authorized personnel may listen to and record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

Responsibility. Our intent is to provide you with the best service possible. We will not be liable for any of our obligations to you under this Agreement if it is found to be unenforceable, all other provisions will remain in full force.

Severability Law. This Agreement is governed by APPLICABLE ARIZONA AND FEDERAL LAW.

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.

Right to be Informed 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 in a separate letter at the "Billing Inquirer" address on your bill. Write 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. (To preserve your rights under the law, you must write to us.)

In your letter, give us the following information: your name, address, account number and the dollar amount of the suspected error. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount that you think is wrong. In stop payment, you must write "stop" on the bill and attach it to the bill before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your bill was correct.

After we receive your letter, we cannot try to collect any amount you question, report your delinquency. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. 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 the questioned amount. If we find that you made a mistake, you may have to pay finance charges, and you will have to make any payment on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that is due.

If you fail to pay by the amount that we think you owe, you may report you as delinquent. However, if our investigation shows that you are right, we will report you as not delinquent. If you fail to pay by the amount that we think you owe, we will report you as delinquent. If you fail to pay by the amount that we think you owe, we will report you as delinquent.

If we do not follow these rules, we cannot 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 to stop the payment 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 met or oversaw the merchant, or if we mailed you the acknowledgment for the property or services.

BCS-9743 4-99

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VISA® OR MASTERCARD® CARDMEMBER AGREEMENT

This is your Agreement with Bank of America, N.A. (BNA) for your Visa® or MasterCard® credit card account ("Account").

In this Agreement, "we," "us" and "our" refer to Bank of America, N.A. (BNA), the credit card issuer, and "you" refers to your Account. This Agreement is made up of (1) this Agreement, (2) any cardholder benefits and services on your Account (such as travel insurance, car rental insurance, etc.), and (3) any other terms and conditions that may apply to your Account. By signing for or using your Account, you accept the terms of this Agreement.

This Agreement consists of the following terms and conditions, the Additional Disclosures, any document referenced in the Additional Disclosures, and any other document(s) that we refer to as part of your Cardmember Agreement.

YOUR ACCOUNT

Your Account is a revolving line of credit which you may use for each of the following consumer transactions:

- Purchase of goods or services.
- Cash Advances, including:

- Cash Disbursement: Cash disbursement from a participating, nonaffiliated institution or merchant (except ATM).
- ATM Advances: Cash from an automated teller machine (ATM) with your Personal Identification Number (PIN), or ATM transfer of funds from your Account to your Bank of America deposit account, where available.

Overdraft Protection. In most instances, you may use your Account to your personal checking account for overdraft protection as shown in your Account's Disclosures.

Account Credit Card used to access your credit line. Our Cash Purchase of money orders, travelers checks, foreign currency, money orders, cashier's check or cash, nonaffiliated wages, or vouchers redeemable for cash, and similar items that Visa U.S.A. Inc. (VISA) or MasterCard International Incorporated (MasterCard) designates.

Balance Transfer. Occasionally, we may make balance transfer offers available to you. When we do, the terms and conditions of the balance transfer will be included with our offer. Balance transfers will post to your account as either a Purchase or a Cash Advance depending on our offer.

YOUR CREDIT LINE

If your Account has a Credit Line, no amount on your credit card or billing statement, you will not permit your unpaid balance to exceed it. Even if we authorize transactions which cause you to exceed your Credit Line, you will still be responsible to pay us for any amounts over your Credit Line.

We may change your Credit Line at any time. Also, you may request us to change it. Any Credit Line increase requires our approval.

Cash Advances Limit. We may set a Cash Advance Limit for your Account that may be less than your Credit Line. Your Account billing statement will show your Cash Advance Limit and the amount of unused Credit Line available for Cash Advances. If they differ, it may be due to your Cash Advance Limit, or change to amount, at any time.

AUTHORIZATIONS

Some of your Purchases and Cash Advances will require our prior authorization, and certain daily other items will apply to your ATM Cash Advances. We may limit the number of authorizations we give your Account on any day or deny authorization for security or other reasons. We are not liable if a merchant, financial institution or ATM does not accept your card or Account number, or if authorization for a transaction is withheld.

WE ARE PROVIDING YOU WITH THIS INFO
TO COMPLY WITH FEDERAL AND STATE
LAW

documentary activity during a hearing

the Additional Processing and Marketing Fee, it will be shown by

IF YOU HAVE ANSWERS ON A Different statement, go to the number at the end of the statement.

[illegible]

Approved Cases - In cases where the patient cannot afford the cost of treatment, the hospital may provide treatment free of charge.

100

If the Index is unavailable on the Index Date described above, we may at our option, use: (a) the Index on the next available day after the Index Date, or (b) the reference rate of Bank of America NT&SA as an Index.

The Daily Periodic Rate is the nominal Annual Percentage Rate divided by the number of days in the year rounded to the next highest hundred thousandth of a percentage point.

Promotional Balances:

Annual Percentage Rate ("APR") of 3.9% (0.01068% corresponding Daily Periodic Rate) effective through the sixth billing cycle following the month your Account was opened. Thereafter, the Purchase APR below will apply to your purchases.

Purchases:

The Annual Percentage Rate for purchases, a variable rate, adjustable quarterly, is The Wall Street Journal prime rate ("Index") plus 8.99 percentage points. Based on this formula, the current Annual Percentage Rate is 16.74% (0.04567% corresponding Daily Periodic Rate).

Cash Advances:

The Annual Percentage Rate for cash advances, a variable rate, adjustable quarterly, is the Index plus 12.99 percentage points, with a minimum Annual Percentage Rate of 18.8%. Based on this formula, the current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

Payment Performance:

The Annual Percentage Rates described in this Additional Disclosure at all times are subject to the Payment Performance pricing described in the Cardmember Agreement. The current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

YOUR PAYMENTS

Minimum Payment Due and Payment Due Date:

The Minimum Payment Due is equal to the greater of: (a) the Current Minimum Amount Due (2.5% of the New Balance, \$10 minimum) plus any Past Due Amount; or (b) any Overlimit Amount. If the New Balance is \$10 or less, however, the Minimum Payment Due is the entire New Balance. Your Payment Due Date will be 20 days from the Billing Date if you paid the New Balance by the Payment Due Date in your previous billing cycle, or 25 days from the Billing Date if you did not pay the New Balance by the Payment Due Date.

OTHER CHARGES

Late Charge:	\$29
Overlimit Fee:	\$29
Returned Payment Fee:	\$25
Stop Payment Fee:	\$15
Copy Charge:	\$3 per item
Research Fee:	\$15 per hour

Affiliate Information-Sharing Federal law permits us to share with Bank of America affiliate companies information about you or your Account. In addition, we may share with our affiliates information received from outside sources, including information in your Account application ("Outside Information"). If you do not wish us to share Outside Information, you must write to Bank of America, P.O. Box 27025, Richmond, VA 23261-7025 to do so, and include your name, address, telephone number, Account number(s) and social security number.

POINT EARNINGS AND REWARDS

1. You will accrue a cash rebate equal to the following percentages of your annual Purchases: .50% of the first \$4,000, .75% of the next \$4,000, 1% of the next \$4,000, and 2% of the next \$1,000.
2. Your monthly BankAmericard Rewards Billing Statement will show your Cash Rebate earnings, and new Cash Rebate balance.
3. Your Cash Rebate earnings will be limited to your first \$15,000 of purchases annually beginning with your October billing cycle and ending with your September billing cycle.
4. Every October, Cash Rebates earned for the previous year (October - September billing cycles) will be calculated. Cardmembers who have earned a Cash Rebate of \$2.01 or more will be mailed a check for the amount of their rebate. Cardmembers who have earned a Cash Rebate of \$2.00 or less will receive a credit to their account.
5. Your Cash Rebates will be forfeited if:
 - You are in default of your Cardmember Agreement (e.g., you do not make your Minimum Payment Due by the Payment Due Date); or
 - Your BankAmericard Rewards Account is closed by you or by us.
6. We have the right to suspend or terminate this Program at any time. We also have the right to add, eliminate or modify the Cash Rebate earning and redemption structures.
7. Cash Rebate checks, once received by you, will not be replaced if stolen, lost, destroyed or expired.
8. You will be solely responsible for any federal or state tax liability or reporting on your Cash Rebate.
9. Cash Rebate dollars do not constitute your property.
10. Cash Rebate checks which are not presented for deposit or payment by you within 90 days will be void, and you will forfeit any right to the proceeds which will become the property of Bank of America NA.

Bank of America

BANKAMERICARD® VISA® OR MASTERCARD® CARDMEMBER AGREEMENT

ADDITIONAL DISCLOSURE

The following terms are for your Visa, MasterCard, Visa Gold, Gold MasterCard or Platinum Reserve™ Account ("Account"). Except for the terms below, the terms in the enclosed Cardmember Agreement apply. If there is a conflict, the terms in this Additional Disclosure will control.

YOUR ACCOUNT

Overdraft Protection:

If your Bank of America personal checking account is overdrawn and your Account is linked for Overdraft Protection, we may transfer funds from your Account to cover the overdraft (in multiples of \$100), as long as your Account has sufficient available credit and you are not in default under this Agreement. If your checking account is outside California, Overdraft Protection may not be available.

FINANCE CHARGE

Minimum Finance Charge:

50¢ in any billing cycle in which a Finance Charge based on a periodic rate for purchases is payable.

Cash Advance Fees:

ATM Advances and Account Checks — 3% (\$3 minimum)

Overdraft Protection — 3% (\$5 minimum)

Cash Disbursements — 3% (\$10 minimum)

Quest Cash — 4% (\$20 minimum)

PERIODIC RATES

Each quarter, we compute the Annual Percentage Rate by starting with an index which is the Prime Rate (the base rate on corporate loans at large U.S. money center commercial banks) that is published in *The Wall Street Journal* ("Index"). We use the Index in effect on the following dates to calculate your rate in the following billing cycles:

We will determine your Index as follows:

Index on the Last Business Day in:	Applies to Billing Cycles with Billing Dates in:
November	January, February, March
February	April, May, June
May	July, August, September
August	October, November, December

BC-5078PR 3-99

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103335
NO: 07-1710-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CACH, LLC
vs.
DEFENDANT: TAMMIE FRANTZ

SHERIFF RETURN

NOW, October 31, 2007 AT 10:34 AM SERVED THE WITHIN COMPLAINT ON TAMMIE FRANTZ DEFENDANT AT 415 S. CHURCH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMMIE FRANTZ, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED

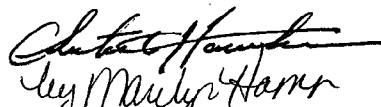
FEB 08 2008
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William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	4415	10.00
SHERIFF HAWKINS	HARRISON	4415	54.86

Sworn to Before Me This

_____ Day of _____ 2008
2007

So Answers,


Chester A. Hawkins
Sheriff

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

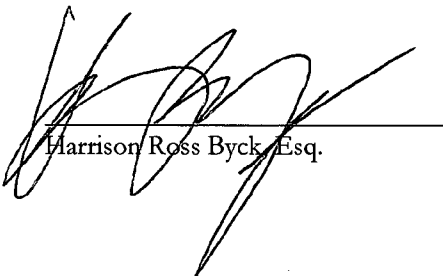
Attorney for Plaintiff

CACH, LLC.	:	COURT OF COMMON PLEAS
4340 S. MONACO STREET	:	CLEARFIELD COUNTY
2 ND FLOOR	:	
DENVER, CO 80237	:	
Plaintiff,	:	
	:	NO: 2007 - 01710 - CD
vs.	:	
	:	
TAMMIE FRANTZ	:	
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

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MAY 13 2010

William A. Shaw
Prothonotary/Clerk of Courts