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:
Plaintiff
(Plaintiff/Defendant)

Tammie Frantz
(Defendant)

415 S. Church Street
(Street Address)

Du Bois, PA 15801
(City, State ZIP)

FILED pd $85.00 Atty
m/11:35am 2cc Atty
OCT 22 2007 1cc Shff
William A. Shaw
Prothonotary/Clerk of Courts

Harrison Ross Byck, Esq.
(Filed by)

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

(Signature)

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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.:
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

<u>AVISO</u>

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 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) 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

Account Number: **4319 0410 0963 8943**

Bank of America

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	$8,165.10	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 1.800.732.9194
For Lost or Stolen Cards 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 $565.56
Nov 14	Nov 14		CASH FINANCE CHG CREDIT	CR $186.25
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		$9,156.93
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

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

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

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

Amount Enclosed

$

Make check or money order payable to Bank of America.

This is an electronic reproduction of your statement and includes account information only.

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	$1,626.93	$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 0 1 2007

By: Dawn R

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

PTinberg

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 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: ______________________

Dated: MAR 0 1 2007

____

Authorized Representative

EXHIBIT C

Stolen Card" number on your billing statement. Otherwise, you may be liable for up to $50 for any unauthorized use before you notify us.

Transactions With Merchants

- If you make a purchase, and the merchant discloses a policy such as "no returns," "no refund," "no return or credit without receipt," "as is," "store credit only," or "all sales final," you may be bound by that policy.
- When using your Account to make travel or lodging reservations, you should obtain the merchant's cancellation policy and follow it if you cancel. Otherwise, the merchant may charge you unless you can provide us with the cancellation code which the merchant is required to give you.
- If you authorize a merchant to charge your Account for repeat transactions without your credit card, 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, fraud or misrepresentation; or if we reasonably believe that you will be unwilling or unable to pay debts you owe 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 stop using your Account as soon as you learn of its closure. You will still be obligated to pay the outstanding balance on your Account. If we ask, you will return or destroy all cards on your Account.

If we receive 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 new activity on your Account. If we need your consent to the new term, we will inform 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, that will mean 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) Reference—A controversy that is not subject to arbitration under (a) above and that is brought in the State of California will be decided by reference under California Code of Civil Procedure §638 and related sections. A referee who is an active attorney or retired judge will be appointed by the court after selection by the American Arbitration Association using its procedures 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 trial according to applicable rules of civil procedure.

Payments Marked "Paid In Full" We may accept letters, checks, or other types of payment showing "payment in full" or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. You must send any such communication to the "Billing Inquiries" address on your billing statement. Satisfaction of your debt for less than the full amount due requires 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. Currently Visa and MasterCard use a currency conversion rate of either: (1) a wholesale market rate, or (2) a government-mandated rate. 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 keep as a currency conversion fee. We may also charge a percentage as shown in your Additional Disclosure. We will post to your Account the converted U.S. dollar amount determined by 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 payments made in foreign currency or 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 supervisory 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.

Enforceability Our failure to exercise any of our rights under this Agreement will not waive any of our rights in the future. If any term of this Agreement is found to be unenforceable, all other provisions will remain in full force.

Governing 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.

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 in a separate letter at the "Billing Inquiries" 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. To stop payment, your letter must reach us at least 3 business days 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, nor report you 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 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 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 us within 10 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 report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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 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.

Recycled Paper

BCS-9743 4-99

VISA® OR MASTERCARD® CARDMEMBER AGREEMENT

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

In this Agreement, "we," "us" and "our" refer to Bank of America, N.A. (USA), the credit grantor and card issuer for your Account. "You," "your" and "yours" refer to: (1) each Account holder (whose name appears on your Account billing statement); (2) any person bound by this Agreement; and (3) any person who uses your Account, including those you authorize. By applying for or using your Account, you accept the terms of this Agreement.

This Agreement consists of the following terms and conditions, the Additional Disclosure, any document referenced in the Additional Disclosure, 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:

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

  Cash Disbursement Cash disbursement from a participating financial institution or merchant (except ATMs).

  ATM Advance 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 link your Account to your personal checking account for Overdraft Protection as shown in your Additional Disclosure.

  Account Check Check used to access your credit line.

  Quasi Cash Purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips or cash, racetrack wagers, or vouchers redeemable for cash, and similar items that Visa U.S.A. Inc. ("Visa") or MasterCard International Incorporated ("MasterCard") designate.
- 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, as shown on your card carrier 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 Advance Limit We may set a Cash Advance Limit for your Account that would be lower than your Credit Line. Your Account billing statement will show your "Cash Credit Limit" and "Available Cash" (the amount of unused Credit Line available for Cash Advances) if they apply to you. We may impose the Cash Advance Limit, or change its amount, at any time.

AUTHORIZATIONS

Some of your Purchases and Cash Advances will require our prior authorization, and certain daily dollar limits 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 INFOR[illegible]ION TO COMPLY WITH FEDERAL AND STATE [illegible]

- Periodic Finance Charge on Purchases;
- Periodic Finance Charge on Cash Advances;
- Periodic Finance Charge on Promotional Balances (see below);
- Cash Advance Fees; and
- Any Minimum Finance Charge as shown in your Additional Disclosure.

Cash Advance Fee For each Cash Advance, a Cash Advance Fee, a one-time *Finance Charge*, in the amount described in the Additional Disclosure, will apply to the advance. When you obtain an ATM Advance, the ATM owner may charge you a fee for the transaction in addition to our Cash Advance Fee. We have no control over the ATM owner's fee.

Periodic Rate The Periodic Rate and the corresponding Annual Percentage Rate are shown in the Additional Disclosure. These rates are used to calculate the periodic Finance Charge on your Account each month.

Any Periodic Rate that is a variable rate may increase or decrease each calendar quarter. If the rates increase, your Finance Charge will increase and your Minimum Payment Due may be greater.

From time to time, we may offer promotional rates on certain transactions. The Annual Percentage Rate and the types of transactions to which it will apply will be described in the promotional offer we make.

Payment Performance
At our option, if at any time we do not receive at least your Minimum Payment Due by the 31st day after the Payment Due Date for that payment, the Annual Percentage Rate on your existing balances and any new transactions will increase on the next Billing Date to the Index plus 12.99 percentage points (with a 19.8% minimum for Cash Advances and any Old Balance). The current Annual Percentage Rate and corresponding Daily Periodic Rate are shown in the Additional Disclosure. This is a variable rate. The higher rate will continue to apply until we receive from you 7 consecutive monthly payments of at least the Minimum Payment Due by the Payment Due Date. After 7 consecutive monthly payments, the Annual Percentage Rate will decrease on the next Billing Date to the then current rate that applies to your Account for timely payment performance, as stated in these terms and conditions or any subsequent amendment.

HOW WE DETERMINE YOUR AMOUNT SUBJECT TO PERIODIC RATE

Each Account billing statement will describe Account activity during a billing cycle, which is a period of about one month ending on the Billing Date. During a billing cycle, you will have a grace period in which you will not incur additional Finance Charge on the Purchase portion of the Account if we received your full payment of the New Balance on your prior billing statement by the Payment Due Date on that statement (unless you have a "Non-Grace" product, in which case there is no Grace Period for Purchases). If you pay less than the New Balance, you will owe periodic Finance Charge based on the Average Daily Balance of Purchases. For Cash Advances, there is no grace period, and you will owe a periodic Finance Charge based on the Average Daily Balance of Cash Advances.

Here's how we determine the periodic Finance Charge: On the Billing Date, we calculate your daily balance by starting with the outstanding balance for each day in the billing cycle. Next, we add new charges and other debits and subtract payments and credits. The remaining amount is the daily balance. We add all daily balances and divide by the number of days in the billing cycle to arrive at the Average Daily Balance which also is the Amount Subject to Periodic Rate. (We do this calculation separately for each periodic rate and add each periodic Finance Charge to the daily balance to which it applies. The fees and charges described in the "Other Fees and Charges" section are added to the Purchase daily balance on the date they are assessed.)

For each transaction that has a Finance Charge, we assess Finance Charge from its Transaction Date. If, however, the Transaction Date precedes the billing cycle in which the Purchase or Cash Advance posts to your Account, we assess Finance Charge from the first day of the billing cycle.

OTHER FEES AND CHARGES

Annual Fee If we charge you a non-refundable Annual Fee, it will be shown in the Additional Disclosure and apply each year that your Account is open, whether or not you use your Account.

Late Charge If we do not receive the Minimum Payment Due by the Payment Due Date on your billing statement, we may charge you a Late Charge in the amount shown in the Additional Disclosure.

Overlimit Fee If your unpaid balance exceeds your Credit Line at any time during

Returned Payment Fee Each time your check or other payment instrument is returned to us for any reason, we may charge you a Returned Payment Fee in the amount shown in the Additional Disclosure.

Stop Payment Fee We may charge you a Stop Payment Fee in the amount shown in your Additional Disclosure for each stop payment that you request on an Account Check you write. You may request a stop payment only if the Account Check has not yet posted to your Account.

Copy Charge We may charge you a Fee in the amount shown in your Additional Disclosure for each copy of a billing statement, sales draft, Account Check or other record of your Account you request. If you request research on your Account or authorize others to request it, we may charge you a Fee in the amount shown in your Additional Disclosure for each hour of our research services. If your request relates to a billing error as described below and you follow the procedures described on the back of your billing statement, we will not impose, or will reverse, these charges. If we produce documents in response to legal process, we may charge these fees to your Account.

Collection Costs and Attorney Fees To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorney fees (including allocated costs for attorneys who are employed by us), court costs and all other expenses of enforcing our rights under this Agreement.

WHEN WE MAY RETURN UNPAID YOUR ACCOUNT CHECKS

We may reject and return unpaid an Account Check you write because:

(a) Your Cash Advance Limit has been or would be exceeded by paying the check at the time the check is presented to us for payment;
(b) Your check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible;
(c) The date of your check is more than 6 months old;
(d) Your Account is closed or suspended;
(e) You are in default or would be so if we paid the check;
(f) Your signature or the payee's name or endorsement is missing on the check, or the check appears altered.

If we pay any check under any condition in (a) through (e) above, you must pay us the amount of the check plus applicable fees and charges.

YOUR LIABILITY

If your name appears on a billing statement, our records show that you are liable for the full balance due on the Account. By using your Account or making a payment on the Account knowing that your name appears on any billing statement, you agree that our records are accurate. In addition, you are liable for the full balance due on the Account if you have agreed to be liable (even if your name does not appear on a billing statement). In each case described above, you will be individually and jointly liable for all credit extended on the Account.

If you are an Authorized User (described below), you are liable for each transaction you make on the Account. An Authorized User's liability does not relieve any other liable party under this Agreement from liability for the Authorized User's transactions.

YOUR PAYMENTS

You promise to pay us for all transactions on your Account, whether they are yours or those of any persons authorized to use your account, plus all fees, charges and expenses as provided in this Agreement. If an Account payment is invalid, we will charge its amount to your Account. If you are an Authorized User, you are not promising to pay for transactions made by others. We will determine, at our option, the order in which a payment will be applied toward purchases, cash advances, unpaid finance charge and other fees and charges.

If a bank, branch or office answers your Account, you will immediately pay it any unpaid Account balance it pays us.

If your legal residence or billing statement address is in a country outside the United States, the government of that country may impose a withholding tax on Finance Charge due on your Account. If you do not pay, we may charge the amount of the tax to your Account.

Minimum Payment Due You will pay at least the Minimum Payment Due in the amount shown in your Additional Disclosure by the Payment Due Date on your billing statement.

OTHER IMPORTANT INFORMATION

Signature You must sign the back of your credit card as soon as you receive it.

Unsecured Credit This Agreement does not grant us a security interest in Purchases you charge to your Account or any other property you own.

responsible for delivering those materials to the other persons authorized to use your Account. Notice to any of you will be considered notice to all of you.

Change of Personal Information You will notify us in writing immediately if you change your name, address or home or business telephone number.

Credit Information We may periodically review your credit standing by obtaining information from credit reporting agencies and others concerning your accounts. We may also release information about your Account to our affiliates and others such as Visa, MasterCard or your other creditors. You will provide updated financial information upon our request.

Credit Insurance If you purchase credit insurance to have your outstanding Account balance insured up to a specified limit in the event of your death, or to pay a monthly insurance benefit to your Account if you become disabled or involuntarily unemployed through our program, your credit insurance premiums will be based on your New Balance on each Billing Date and will appear on your billing statement. Terms and limitations of coverage are in the Certificate of Insurance which the insurance carrier will mail you after it approves your application for insurance.

Credit Reporting You have the right to dispute the accuracy of information we have reported to a consumer reporting agency. If you wish to do so, write to us at: P.O. Box 53105, Dept. #4524, Phoenix, AZ 85072-3105. Please include your name, address, account number, telephone number, social security number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stopping Payment on Account Checks To stop payment on an Account Check you write, you must call us at the Customer Service number shown on your billing statement with all of the following information: the exact dollar amount of the check; the check number; your Account number; the name of the party to whom the check was written and the name of the person who signed the check.

We will stop payment on the check if we receive your stop payment request by the business day before the day we pay your check. The date we pay the Account Check may be before the date it posts to your Account. The stop payment order will remain effective for 6 months. You may write us to cancel the order at any time.

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.

Information-Sharing We carefully select providers of quality products and services to offer you discount savings and other valuable benefits arranged specially for our cardmembers. For this purpose, we provide them identifying information about your Account, including transaction-category information. If you accept an offer and authorize a product or service provider to charge a purchase to your Account, your Account number is provided under confidential conditions.

If you prefer that we not share information about you like this, please write us at the "Billing Inquiries" address on your billing statement and include your name and Account number, or call the toll-free Customer Service number on your billing statement. When we receive your instructions, we will process them so that we stop any offers from coming to you as soon as operationally possible.

Authorized Users You may allow Authorized Users on your Account in the following ways: (1) by notifying us that you want someone added to your Account as an Authorized User; (2) by lending your credit card or Account Number to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your Account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an Authorized User. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making any Purchases and Cash Advances and allowing others to use your Account. Your Account will not allow you to limit the nature or amount of authority you give to any Authorized User. That person's authority will continue until you notify us that you are terminating the authority and until you physically retrieve the credit card. If you cannot retrieve the card, you will remain liable for any transactions which we cannot prevent after you notify us.

If your credit card is lost or stolen, or if you think your Account is being used without your permission, you must notify us immediately by calling the Lost or

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 19.8%. 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

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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 $3,000.
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 Rebate 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)
Quasi 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 rates 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

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BC-5078PR 3-99

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
0/2:30(u)
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
by Marilyn Hamm
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. 4340 S. MONACO STREET 2ND FLOOR DENVER, CO 80237 **Plaintiff,** vs. **TAMMIE FRANTZ** 16 BRADFORD DRIVE SCHWENKSVILLE, PA 19473 **Defendant(s).**	**COURT OF COMMON PLEAS** **CLEARFIELD COUNTY** **NO: 2007 - 01710 - CD**

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

FILED NO CC
m/11:02 BD
MAY 13 2010
5 (60)
William A. Shaw
Prothonotary/Clerk of Courts