

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACV of Colorado, LLC CIVIL ACTION
(Plaintiff)

370 17th Street Suite 500P No. 07-1711-CD
(Street Address)

Denver, CO 80202
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Complaint

VS.

Paul Hixon
(Defendant)

Filed on Behalf of:

Plaintiff
(Plaintiff/Defendant)

1152 Treasure Lake
(Street Address)

Du Bois, PA 15801
(City, State ZIP)

FILED ^{ad \$85.00}
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OCT 22 2007 ^{2CC/ATy}
^{LM} ^{ICCSH/PR}

William A. Shaw
Prothonotary/Clerk of Courts

Harrison Ross Byck, Esq.
(Filed by)

229 Plaza Blvd. Suite 112
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(Phone)

[Signature]
(Signature)

Dec 1, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
[Signature] GK
Deputy Prothonotary

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Attorney for Plaintiff

CACV OF COLORADO, LLC
370 17th STREET
SUITE 5000
DENVER, CO 80202

:

:

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

:

Vs.

:

No.:

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

:

:

Defendant(s).

:

COMPLAINT

To: PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

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 propiedades 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, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) PAUL HIXON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado 80202.
2. Defendant, PAUL HIXON, is an individuals residing at 1652 TREASURE LAKE; DU BOIS, PA 15801.
3. Defendant, PAUL HIXON, is indebted to MBNA AMERICA BANK,N.A. on an account stated by and between them in the amount of \$6,799.50 which balance was due and unpaid as of May 29, 2004 for credit card account number 5329 0059 9995 0795. <Exhibit A>
4. On or about June 15, 2004, Mbna America Bank,N.A. sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>
5. Defendant (s) PAUL. J.HIXON last tendered a payment on this account on or about October 10, 2003 for \$136.00.
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 \$4.65 per day from the default date (24.98% annual percentage rate x \$6,799.50/ 365 days) or \$4.65 x 600 days = \$2,792.08, 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 \$ 1,359.90. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or\$10,951.48 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of\$10,951.48 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for\$10,951.48 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: October 8, 2007

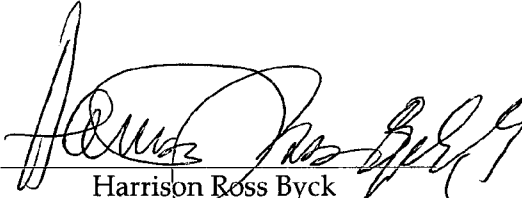

Harrison Ross Byck

EXHIBIT A

PAGE 1 OF 1

EXHIBIT B

CERTIFICATE OF PURCHASE

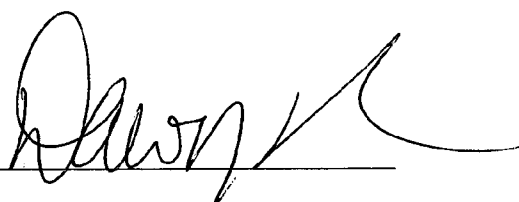
I, Dawn Rannells, hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, 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:

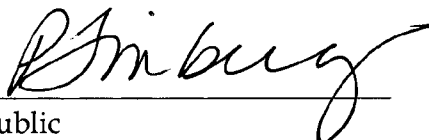
Customer Name:	PAUL J HIXON
Original Creditor:	Mbna America Bank, N.A.
Account Number:	5329005999950795

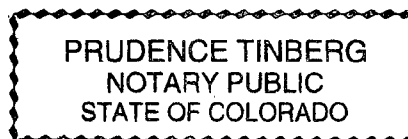
3. On or about June 15, 2004 this account was issued by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable
c o n s i d e r a t i o n .

Date: MAR 02 2007

By: 

Sworn and subscribed to before me this 2 day of Mar, 2007.


Notary Public



My Commission Expires 05/03/2010

My Commission Expires: _____

VERIFICATION

I, ~~_____~~ Dawn Rannells, hereby depose and state that:

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

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

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that PAUL J HIXON owes the balance of \$6,799.50 to CACV OF COLORADO, 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 02 2007

Authorized Representative

EXHIBIT C

Credit Card Agreement Additional Terms and Conditions

Selected Sections

■ Privacy Notice	1
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NEXT90

Your Contract With Us

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading Words Used Often in This Agreement.

Privacy Notice

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

Our Security Procedures: MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

Information We Collect: MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA and with other companies outside of MBNA.

Information We Share Within MBNA: We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

Information We Share With Others: From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

Important Information About Your Choice: We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

Words Used Often in This Agreement

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled *We May Monitor and Record Telephone Calls and Arbitration and Litigation* and when used in each of the sections relating to payment of this account

(Your Promise to Pay and How We Allocate Your Payments, for example: "We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you make a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record all of your telephone conversations with our representatives or the representatives of any of those companies.

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA Credit Reporting Agencies, P.O. Box 17034, Wilmington, DE 19884-7034. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

How to Use Your Account

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

How We Allocate Your Payments

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

NO. 873 D008

before any other existing balances

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor upon presentment or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss of expense incurred by you arising out of the action we elect to

Payment Holidays

We may allow you, from time to time, to omit a month's payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a dollar amount in accordance with the operating regular conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Billing Cycle

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

Account Fees and Charges

Account Fees: The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

Abandoned-Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

We May Suspend or Close Your Account

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

You May Close Your Account

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

Transactions After Your Account Is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

Your Credit Limit

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

What We May Do if You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may (1) permit the transaction without raising your credit limit, (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due, or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

You Must Notify Us When You Change Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change in your address. When you change your address, you must notify us promptly of your new address.

What Law Applies

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

The Provisions of This Agreement Are Severable

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Our Rights Continue

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

Arbitration and Litigation

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them, in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration

2672952844

NO. 873 0012

Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.naf-forum.com, or P.O. Box 5019, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation, and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment* up to your balance on the date of loss (not to exceed \$25,000 except disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

Eligibility: One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 65 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

Coverages & Benefits: Credit insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

Exclusions: Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverage may vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Salary:
Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.6c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 93.05c; MD 79.74c; MA 15.7c; MI 83.7c; MN 31.47c; MS 92.7c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.9c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 88.39c; WY 99.9c; WI 93.6c (L 5.7c, D 8.9c, U 59c, F 20c); WY 99.7c.

Availability: Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary Unemployment: American Security/LOI(3/83), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(3/83) and LOIC-IP: Standard Guaranty/SG LOI(3/83) (NH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WY & WY; Standard Guaranty Life (TX only) L-1-Z(8/92)(3,53RA), First Fortis Life (NY Life only)/NYLM0013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(1/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME, FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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.

* Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/36th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

**The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverages separately, write to Assurant Group, P. O. Box 50359, Atlanta, GA 30302. Applications will be sent to you.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103336**

CACV OF COLORADO, LLC

Case # 07-1711-CD

vs.

PAUL HIXON

FILED

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

FEB 08 2008
6/2:30 (5)
William A. Shaw
Prothonotary/Clerk of Courts

NOW February 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT
"NOT FOUND" AS TO PAUL HIXON, DEFENDANT. DEFENDANT NEVER LIVED @ 1652 TREASURE LAKE, DUBOIS.

SERVED BY: /

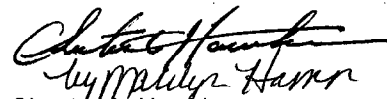
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	4413	10.00
SHERIFF HAWKINS	HARRISON	4413	32.43

Sworn to Before me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

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

CACV OF COLORADO, LLC
370 17th STREET
SUITE 5000
DENVER, CO 80202

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

No.: 07-1711-CD

COMPLAINT

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

To: PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

OCT 22 2007

Attest.

William A. B...
Prothonotary/
Clerk of Courts

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served. By entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and the court without further notice may enter a judgement against you for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

AVISO

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

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA 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, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) PAUL HIXON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado 80202.
2. Defendant, PAUL HIXON, is an individuals residing at 1652 TREASURE LAKE; DU BOIS, PA 15801.
3. Defendant, PAUL HIXON, is indebted to MBNA AMERICA BANK,N.A. on an account stated by and between them in the amount of \$6,799.50 which balance was due and unpaid as of May 29, 2004 for credit card account number 5329 0059 9995 0795. <Exhibit A>
4. On or about June 15, 2004, Mbna America Bank,N.A. sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>
5. Defendant (s) PAUL. J.HIXON last tendered a payment on this account on or about October 10, 2003 for \$136.00.
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 \$4.65 per day from the default date (24.98% annual percentage rate x \$6,799.50/ 365 days) or \$4.65 x 600 days = \$2,792.08, 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 \$ 1,359.90. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or\$10,951.48 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of\$10,951.48 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for\$10,951.48 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: October 8, 2007

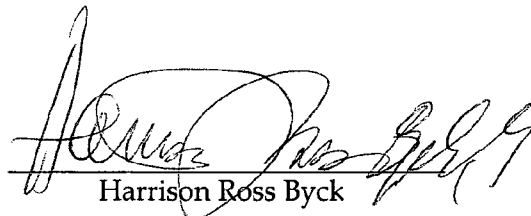

Harrison Ross Byck

EXHIBIT A

Penn State Alumni Association

CARDHOLDER SINCE 1898

Make check payable to:

MBNA AMERICA
P.O. BOX 15288
WILMINGTON, DE 19886-5288

12

PAUL J HIXON
PO BOX 15026
WILMINGTON

OP

DE 19850-019696

[illegible]

ACCOUNT NUMBER				CREDIT LINE		CASH OR CREDIT AVAILABLE		DAYS IN CYCLE	CLOSING DATE	TOTAL MINIMUM PAYMENT DUE		PAYMENT DUE DATE
5329 0050 8010 4310								32	06/14/04	\$.00		07/13/04
POSTING DATE	TRANS DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS					CHARGES		CREDITS (CR)
					JUNE 2004 STATEMENT							
0531					MC					PAYMENTS AND CREDITS CHARGE-OFF ADJUSTMENT TOTAL FOR BILLING CYCLE FROM 5/14/2004 THROUGH 8/14/2004		
										\$.00		6,799.50 CR \$6,799.50 CR

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	
\$6,799.50	\$6,799.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FINANCE CHARGE SCHEDULE							Total Min Payment Due	\$0.00

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.000000% DLY	00.00%	
B. ATM, BANK	.000000% DLY	00.00%	
C. PURCHASES	.000000% DLY	00.00%	
D. OTHER BALANCES	.000000% DLY	00.00%	
			\$0.00

FOR THIS BILLING PERIOD
ANNUAL PERCENTAGE RATE ... SEE ABOVE

THIS DOCUMENT IS A COPY OF YOUR STATEMENT. IT IS FOR YOUR RECORDS ONLY. THIS COPY IS NOT AN EXACT DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call
1-800-628-2558
- To speak to one of our Customer Satisfaction representatives, call
1-800-421-2110
- For TDD (Telecommunications Device for the Deaf) assistance, call
1-800-346-3178
- Billing rights are preserved only by written inquiry.

Mail billing inquiries and all other account inquiries to:
**MBNA AMERICA P.O. BOX 15026
WILMINGTON, DE 19850-5026**

EXHIBIT B

CERTIFICATE OF PURCHASE

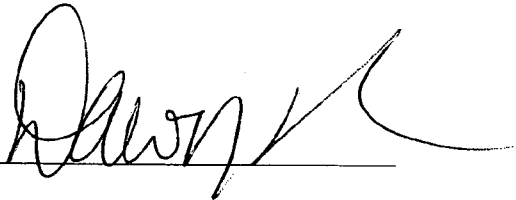
I, Dawn Rannells, hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, 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:

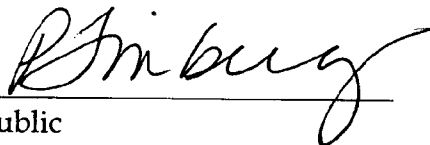
Customer Name:	PAUL J HIXON
Original Creditor:	Mbna America Bank,N.A.
Account Number:	5329005999950795

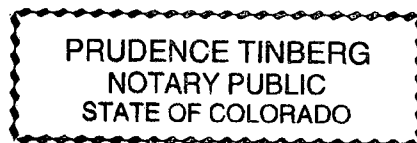
3. On or about June 15, 2004 this account was issued by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable
c o n s i d e r a t i o n .

Date: MAR 02 2007

By: 

Sworn and subscribed to before me this 2 day of Mar 2007.


Notary Public



My Commission Expires 05/03/2010

My Commission Expires: _____

VERIFICATION

I, ~~Dawn Rannells~~, hereby depose and state that:

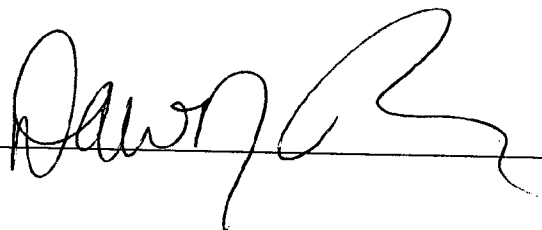
The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

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

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that PAUL J HIXON owes the balance of \$6,799.50 to CACV OF COLORADO, 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 02 2007

Authorized Representative

EXHIBIT C

Credit Card Agreement**Additional Terms and Conditions****Selected Sections**

■ Privacy Notice	1
■ Accuracy of Information	2
■ Credit Reporting Agencies	3
■ How to Use Your Account	4
■ Payments on Your Account	5
■ We May Amend This Agreement	6
■ What Law Applies	9
■ Arbitration and Litigation	10

NEXTB0

Your Contract With Us

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

Privacy Notice

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

Our Security Procedures: MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

Information We Collect: MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA and with other companies outside of MBNA.

Information We Share Within MBNA: We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

Information We Share With Others: From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

Important Information About Your Choice: We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1355. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

Words Used Often in This Agreement

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled *We May Monitor and Record Telephone Calls and Arbitration and Litigation* and when used in each of the sections relating to payment of this account

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(Your Promise to Pay and How We Allocate Your Payments, for example)

"We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you make a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA Credit Reporting Agencies, P.O. Box 17034, Wilmington, DE 19884-7034. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

How to Use Your Account

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for:

NO. 873 0007

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

How We Allocate Your Payments

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

before any other existing balances

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor upon presentment or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss of expense incurred by you arising out of the action we elect to

Payment Holidays

We may allow you, from time to time, to omit a month's payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a dollar amount in accordance with the operating regular conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Billing Cycle

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

Account Fees and Charges

Account Fees: The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

Abandoned-Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

We May Suspend or Close Your Account

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

You May Close Your Account

You may close your account by notifying us in writing, by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

Transactions After Your Account Is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

Your Credit Limit

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

What We May Do if You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may (1) permit the transaction without raising your credit limit, (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due, or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

You Must Notify Us When You Change Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change in your address. When you change your address, you must notify us promptly of your new address.

What Law Applies

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

The Provisions of This Agreement Are Severable

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Our Rights Continue

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

Arbitration and Litigation

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them. In the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration

Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.naf-forum.com, or P.O. Box 5019, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation; and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work** If you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

Eligibility: One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

Coverages & Benefits: Credit Insurance covers: your death; involuntary unemployment due to job loss, general strikes, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

Exclusions: Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance:
Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c; IL 8.6c; D 16.9c; U 54c; F 20c; IN 80.97c; IN 96c; IA 97.8c; L 7.2c; D 16.6c; U 54c; F 20c; KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.74c; MA 15.7c; MI 89.7c; MN 31.47c; MS 92.5c; MO 41.1c; MT 93.9c; NE 97.8c; NY 99.87c; NH 95c; NJ 97c; NM 58.9c; NV 52.5c; L 8.8c; D 26.8c; U 16.9c; NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c; L 4.8c; D 12.9c; U 16c; UT 90.44c; VT 34.92c; L 0.68c; D 12.24c; F 16c; VA 84c; L 6.1c; D 8.9c; U 49c; F 20c; WA 89.39c; WY 99.5c; WI 93.6c; L 5.7c; D 8.9c; U 59c; F 20c; WY 99.7c.

Availability: Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary Unemployment: American Security/LOI(3/83), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(3/83) and LOIC-IP: Standard Guaranty/SG LOI (3/83) (NH only). Life & Disability: Union Security Life/L-1-2, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WY & WY; Standard Guaranty Life (TX only)/L-1-Z(8/92)(3,53RA), First Fortis Life (NY Life only)/NYLMO013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A, Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Solicitors: agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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.

*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/30th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

**The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverages separately, write to Assurant Group, P.O. Box 30355, Atlanta, GA 30302. Applications will be sent to you.

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

ORDER

AND NOW, on this 4th day of August, 2008, it is hereby

Ordered that the Plaintiff's Petition for Substitute Service of Process, pursuant to Pa.R.C.P. 430(a), is Granted, permitting service of the Complaint upon Defendants, PAUL HIXON, by posting a copy on the door of the premises at 1652 TREASURE LAKE, DU BOIS, PA 15801, and also by mailing copies to the Defendant by certified mail, return receipt requested and by first class mail, postage pre-paid with Proof of Mailing, at the same said address.

BY THE COURT:


J.

FILED 3cc
0/10:36:01 Amy Byck
AUG 05 2008 (60)
William A. Shaw
Prothonotary/Clerk of Courts

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

FILED ³⁰⁰
mjb:2851 Aug
AUG 04 2008 Byck
William A. Shaw
Prothonotary/Clerk of Courts (610)

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

MOTION TO ALLOW SUBSTITUTE SERVICE
PURSUANT TO Pa. R.C.P. 430(a)

Plaintiff, by her attorney, HARRISON ROSS BYCK, ESQUIRE, hereby requests this Honorable Court issue a special order allowing substituted service of process for the Defendant pursuant to Pa.R.C.P. 430(a) and, in support thereof, avers as follows:

1. A Civil Action sounding in Breach of Contract and/or for an Account Stated for the Defendant's failure to pay her credit card was filed on OCTOBER 22, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked Exhibit "A".

2. The Sheriff has attempted service on numerous occasions since that date without success and after the last attempt provided the following: "NOW FEBRUARY 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL HIXON, DEFENDANT. DEFENDANT NEVER LIVED @ 1652 TREASURE LAKE, DUBOIS." A true and correct copy of the Sheriff's documented attempts is attached hereto, made part hereof, and marked Exhibit "B".

3. As a result of the Sheriff's notes, pursuant to a good faith investigation, and the information listed below, Plaintiff believes and therefore avers that the Defendant does reside at , and that they are actively attempting to avoid service by refusing to open the door.


4. The Post Office verified that the address is current; i.e., mail for the Defendants. is currently delivered to them at the address identified. A true and correct copy of the post office verification is attached hereto, made part hereof, and marked, Exhibit "C".

5. Further, Accurint an asset investigation tool was used to verify that the Defendant currently owns the property at 1652 TREASURE LAKE, DU BOIS, PA 15801. See Property Deed search, attached hereto, made part hereof, and marked Exhibit "D".

6. Pursuant to all of the foregoing, the Plaintiff believes and therefore avers that service of the Complaint via posting upon the residence at 1652 TREASURE LAKE, DU BOIS, PA 15801, would be an effective method to ensure that the Defendants actually receive notice of the within action.

7. Plaintiff also seeks leave to simultaneously serve process via Certified Mail, return receipt requested, and by Regular Mail verified by Proof of Mailing.

WHEREFORE, the Plaintiff respectfully requests an Order permitting substituted service pursuant to Pa.R.C.P. 430(a).

BY: 
HARRISON ROSS BYCK, ESQUIRE

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

CACV OF COLORADO, LLC	:	IN THE COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PENNA.
	:	
vs.	:	
	:	NO. 07-1711-CD
PAUL HIXON	:	
1652 TREASURE LAKE	:	CIVIL ACTION
DU BOIS, PA 15801	:	

MEMORANDUM OF LAW

Rule 430 of the Pennsylvania Rules of Civil Procedure provides authority for alternative methods of service of process when service cannot be made under the applicable rules.

The notes to Rule 430 suggests that a good faith investigation to locate the defendant should occur before the filing of a petition for alternative service. The Plaintiff herein has, in fact, made a good faith effort to locate the defendant and verify her address.

Specifically, Rule 430 suggests inquiries of postal authorities. As averred, the Plaintiff did send a recent request to the Post Office which confirmed that the address utilized and identified upon the Complaint is, in fact, the Defendants' current address.

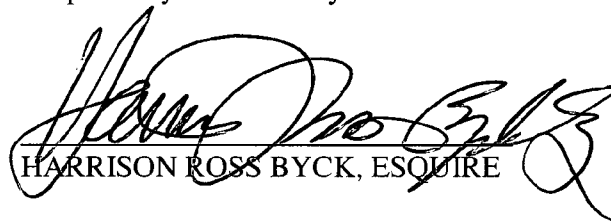
Rule 430 also requires additional forms of corroboration. As a result, Accurint, an asset investigation tool was used to verify that the Defendant currently owns the property at 1652 TREASURE LAKE, DU BOIS, PA 15801.

Finally, it should be emphasized that this is not merely a case where there is simply no sign of the Defendants at the indicated location. To the contrary, the deputy Sheriff who

attempted to serve the Complaint specifically noted that there per there were multiple attempts made during normal business hours.

Pursuant to all of the foregoing, the Plaintiff respectfully requests that this Honorable Court grant the within motion for alternative service of the Complaint, by posting and by mailing via Certified, return receipt requested, and Regular, using Proof of Mailing.

Respectfully submitted by:



HARRISON ROSS BYCK, ESQUIRE

EXHIBIT A

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

CACV OF COLORADO, LLC
370 17th STREET
SUITE 5000
DENVER, CO 80202

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

No.: 07-1711-CD

COMPLAINT

To: PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 22 2007

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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 objeciones 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. 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 propiedades 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 PERSONA 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, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) PAUL HIXON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado 80202.
2. Defendant, PAUL HIXON, is an individuals residing at 1652 TREASURE LAKE; DU BOIS, PA 15801.
3. Defendant, PAUL HIXON, is indebted to MBNA AMERICA BANK, N.A. on an account stated by and between them in the amount of \$6,799.50 which balance was due and unpaid as of May 29, 2004 for credit card account number 5329 0059 9995 0795. <Exhibit A>
4. On or about June 15, 2004, Mbna America Bank, N.A. sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>
5. Defendant (s) PAUL J. HIXON last tendered a payment on this account on or about October 10, 2003 for \$136.00.
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$-0-. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of \$4.65 per day from the default date (24.98% annual percentage rate x \$6,799.50/ 365 days) or \$4.65 x 600 days = \$2,792.08, 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 \$ 1,359.90. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$10,951.48 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$10,951.48 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$10,951.48 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: October 8, 2007

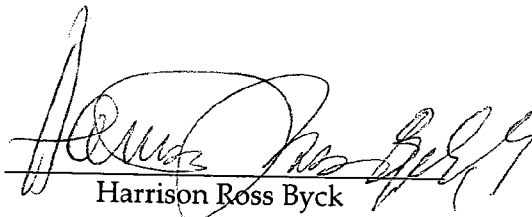

Harrison Ross Byck

EXHIBIT A

Penn State Alumni Association

CARDHOLDER SINCE 1996

Make check payable to:

MBNA AMERICA
P.O. BOX 15288
WILMINGTON, DE 19886-5288

12

PAUL J HIXON
PO BOX 15026
WILMINGTON

DE 19850-019696

OP

[illegible]

ACCOUNT NUMBER		CREDIT LINE		CASH OR CREDIT AVAILABLE		DAYS IN CYCLE	CLOSING DATE	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
5329 0050 8010 4310						32	06/14/04	\$.00	07/13/04
POSTING DATE	TRANS DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS			CHARGES	CREDITS (CR)
					JUNE 2004 STATEMENT				
0531					MC				
					PAYMENTS AND CREDITS				
					CHARGE-OFF ADJUSTMENT				
					TOTAL FOR BILLING CYCLE FROM 5/14/2004 THROUGH 8/14/2004			\$.00	6,799.50 CR \$6,799.50 CR

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$6,799.50	\$6,799.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Past Due Amount	\$0.00
							Current Payment	\$0.00
							Total Min Payment Due	\$0.00

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.000000% DLY	00.00%	
B. ATM, BANK	.000000% DLY	00.00%	
C. PURCHASES	.000000% DLY	00.00%	
D. OTHER BALANCES	.000000% DLY	00.00%	\$0.00

FOR THIS BILLING PERIOD
ANNUAL PERCENTAGE RATE . . .

SEE ABOVE

THIS DOCUMENT IS A COPY OF YOUR STATEMENT. IT IS FOR YOUR RECORDS ONLY. THIS COPY IS NOT AN EXACT DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

PAGE 1 OF 1

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call
1-800-628-2558
- To speak to one of our Customer Satisfaction representatives, call
1-800-421-2110
- For TDD (Telecommunications Device for the Deaf) assistance, call
1-800-346-3178
- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to:
MBNA AMERICA, P.O. BOX 15028
WILMINGTON, DE 19850-5028

EXHIBIT B

CERTIFICATE OF PURCHASE

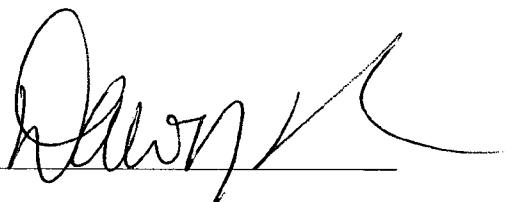
I, Dawn Rannells, hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, 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:	PAUL J HIXON
Original Creditor:	Mbna America Bank, N.A.
Account Number:	5329005999950795

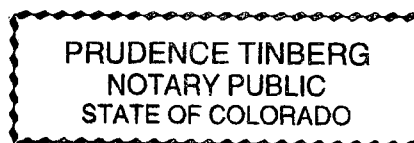
3. On or about June 15, 2004 this account was issued by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable
c o n s i d e r a t i o n .

Date: MAR 02 2007

By: 

Sworn and subscribed to before me this 2 day of Mar, 2007.


Notary Public



My Commission Expires 05/03/2010

My Commission Expires: _____

VERIFICATION

I, ~~Dawn Rannells~~ hereby depose and state that:

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

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

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that PAUL J HIXON owes the balance of \$6,799.50 to CACV OF COLORADO, 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 02 2007

Authorized Representative

EXHIBIT C

Credit Card Agreement**Additional Terms and Conditions****Selected Sections**

■ Privacy Notice	1
■ Accuracy of Information	2
■ Credit Reporting Agencies	3
■ How to Use Your Account	4
■ Payments on Your Account	5
■ We May Amend This Agreement	6
■ What Law Applies	9
■ Arbitration and Litigation	10

NEXT90

Your Contract With Us

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

Privacy Notice

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

Our Security Procedures: MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

Information We Collect: MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA and with other companies outside of MBNA.

Information We Share Within MBNA: We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

Information We Share With Others: From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

Important Information About Your Choices: We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

Words Used Often in This Agreement

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled *We May Monitor and Record Telephone Calls and Arbitration and Litigation* and when used in each of the sections relating to payment of this account

12672952844

NO. 873 0006

(Your Promise to Pay and How We Allocate Your Payments, for example "We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.)

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you make a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in Agreement) to organize this Agreement. The actual terms this Agreement are in the sentences that follow and not the headings.

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record all of your telephone conversations with our representatives or the representatives of any of those companies.

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA, Credit Reporting Agencies, P.O. Box 17034, Wilmington, DE 19884-7034. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

How to Use Your Account

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for:

NO. 873 0007

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

How We Allocate Your Payments

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

before any other existing balances

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior staff. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor upon presentment or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to

Payment Holidays

We may allow you, from time to time, to omit a month's payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a dollar amount in accordance with the operating regular conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Billing Cycle

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

Account Fees and Charges

Account Fees: The following fees, which are set forth in your required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

Abandoned-Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

We May Suspend or Close Your Account

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

You May Close Your Account

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

Transactions After Your Account Is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

Your Credit Limit

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

What We May Do if You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may (1) permit the transaction without raising your credit limit, (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due, or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

You Must Notify Us When You Change Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change in your address. When you change your address, you must notify us promptly of your new address.

What Law Applies

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

The Provisions of This Agreement Are Severable

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Our Rights Continue

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

Arbitration and Litigation

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them, in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration. The arbitration shall be conducted by the National Arbitration

3672952B44

NO. 873 0012

Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.naf-forum.com, or P.O. Box 5019, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation; and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

Eligibility: One insured per account (insured must be the primary cardholder or a co-applicant; authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

Coverages & Benefits: Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

Exclusions: Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

07/20/2006

15:26

FIA CARD SERVICES → 912672952844

NO. 873 P014

This is only a brief description of coverage, and coverage vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance:
Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c; IL 8.6c; D 16.9c; U 54c; F 20c; IL 80.97c; IN 96c; IA 97.8c; L 7.2c; D 16.6c; U 54c; F 20c; KS 85.47c; KY 97.4c; LA 99.93c; ME 93.05c; MD 79.74c; MA 15.7c; MI 83.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 97.8c; NY 99.87c; NH 95c; NJ 97c; NM 58.9c; NV 52.5c; IL 8.8c; D 26.8c; U 16.9c; NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c; L 4.8c; D 12.9c; U 16c; UT 90.44c; VT 34.92c; L 6.66c; D 12.24c; F 16c; VA 84c; L 6.1c; D 8.9c; U 49c; F 20c; WA 89.39c; WY 99.5c; WI 93.6c; L 5.7c; D 8.9c; U 59c; F 20c; WY 99.7c.

Availability: Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary Unemployment: American Security/LOI(3/83), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(3/83) and LOIC-IP: Standard Guaranty/SG LOI(3/83) (NH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WY & WY; Standard Guaranty Life (TX only) L-1-Z(8/92)(3,53RA), First Fortis Life (NY Life only)/NYLM0013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP(4/97), FLP-FL(12/97) in FL, FLP-NC(3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(1/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS(12/97) in KS, FL-IP-ME(4/99) in ME, FL-IP-WY(4/97) in WY; Standard Guaranty/FLP(4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Solicitors: agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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.

*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/30th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverages separately, write to Assurant Group, P. O. Box 50399, Atlanta, GA 30302. Applications will be sent to you.

EXHIBIT B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103336**

CACV OF COLORADO, LLC

Case # 07-1711-CD

vs.

PAUL HIXON

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL HIXON, DEFENDANT. DEFENDANT NEVER LIVED @ 1652 TREASURE LAKE, DUBOIS.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	4413	10.00
SHERIFF HAWKINS	HARRISON	4413	32.43

Sworn to Before me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT C

Change of Address or Boxholder Request Format - Process Servers

STATION MANAGER

Date January 21, 2008

DU BOIS, PA 15801

City, State ZIP Code

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if boxholder) for the following:

Name: PAUL J. HIXON

Address: 1652 TREASURE LK; DU BOIS, PA 15801

Note: The name and last known address are required for change of address information. The name, if known, and post office boxholder or change of address information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

1. Capacity of requester (e.g. process server, attorney, party representing self): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se- except a corporation acting pro se must cite statute): _____

3. The names of all known parties to the litigation: CACV, LLC VS. HIXON
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS
5. The docket or other identifying number if one has been issued: 07-1711-CD
6. The capacity in which this individual is to be served: DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001)

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

Signature

Harrison Ross Byck

Printed Name

229 Plaza Blvd. - Suite 112

Address

Morrisville, PA 19067

City, State, ZIP Code

POST OFFICE USE ONLY

PLEASE PROVIDE STREET ADDRESS IF A PO BOX

☒

No change of address order on file

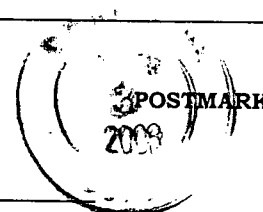
NEW ADDRESS OR BOXHOLDER'S NAME

☐ Moved, left no forwarding address

AND STREET ADDRESS

☐ No such address.

☐ Good as Addressed

















POST

EXHIBIT D

People Search Results(1)

Print 

Personal Information	Confidence	Address History	Phone	Date Report
PAUL J HIXON Aliases: PAUL HIXON,PAUL J HIXON Gender: M Birth Date: 01/1977 SSN: 190-58-XXXX	 	1652 TREASURE LK DU BOIS, PA 15801 Single Family Dwelling	814-371-2076	07/2003 - 10/2007
		223 E RODGERS ST RIDLEY PARK, PA 19078 Single Family Dwelling	484-494-8229	05/2006
		205 IRVIN HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		10/2005
		PO BOX 196 PENFIELD, PA 15849  Single Family Dwelling		04/2005
		1 TANNERY DR PENFIELD, PA 15849  Single Family Dwelling		03/1995
		204 IRVIN HALL UNIVERSITY PARK, PA 16802  Single Family Dwelling		Not Available
		116 PORTER HALL UNIVERSITY PARK, PA 16802  Single Family Dwelling		Not Available
		616 PORTER HALL UNIVERSITY PARK, PA 16802  Single Family Dwelling		Not Available

Print 

Fetch - National Property

2	Owner	Location	Property	Sale
	KATHRYN HIXON	FIPS Code: 42033	Parcel Number: 1280C0200400077002194901 Legal Description: L 77 SECTION 4	

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

KATHRYN HIXON FIPS Code: 42033 Parcel Number: 1280C0200400078002176088
Legal Description: H & L 78 SECTION 4

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

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

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNA.
:

: NO. 07-1711-CD
:

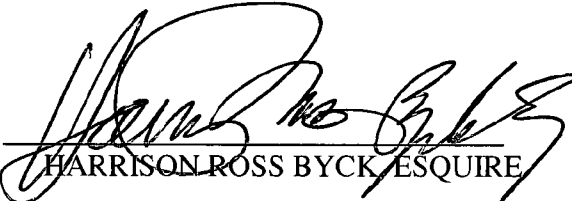
: CIVIL ACTION
:

CERTIFICATE OF SERVICE

AND NOW, the undersigned hereby Certifies that a true and correct copy of the foregoing Petition has been served via first-class, prepaid mail upon the following:

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

BY:


HARRISON ROSS BYCK, ESQUIRE

COUNTY OF CLEARFIELD:

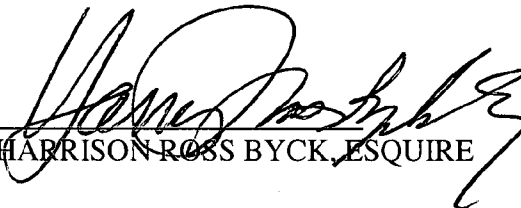
SS.

COMMONWEALTH OF PENNSYLVANIA:

AFFIDAVIT

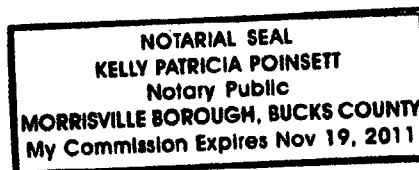
I, HARRISON ROSS BYCK, ESQ., of age, having been duly sworn, do hereby depose and state as follows:

1. I performed a good faith investigation to determine the whereabouts of the Defendant.
2. All of my efforts, and the reason why service could not be made, are contained in the attached Petition for Alternative Service.
3. All of the facts set forth therein are true and correct to best of my knowledge, information, and belief.


HARRISON ROSS BYCK, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 24th DAY
OF June, 2008.

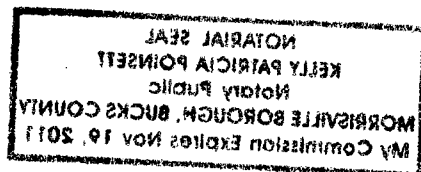

NOTARY



FILED

AUG 04 2008

William A. Shaw
Prothonotary/Clerk of Courts



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

Attorney for Plaintiff

CACV OF COLORADO, LLC.	)	CLEARFILED COUNTY
4340 SOUTH MONACO STREET 2ND	)	COURT OF COMMON PLEAS
FLOOR)	
DENVER, CO 80237)	
)	
Plaintiff,)	
)	
vs.	)	No.: 2007 - 01711 - CD
)	
PAUL J. HIXON)	
1652 TREASURE LAKE)	
DU BOIS, PA 15801)	
)	
Defendant.)	

PRAECIPE TO REINSTATE

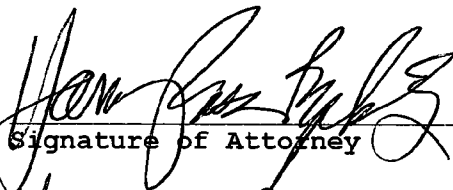

TO THE PROTHONOTARY:

() Reissue Writ

(X) Reinstate Complaint

FILED
m) 1:08 PM
DEC 01 2008
Att'y pd. \$7.00
No CC

William A. Shaw
Prothonotary/Clerk of Courts
(Comp). Reinstated
to Sheriff


Signature of Attorney

Print Name

Attorney ID # 61511

610

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1711-CD

CACV OF COLORADO, LLC
vs
PAUL HIXON

SERVICE # 1 OF 1

COMPLAINT, ORDER & MOTION

SERVE BY: 12/31/2008 HEARING: PAGE: 104999

DEFENDANT: PAUL HIXON
ADDRESS: 1652 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY /

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS 12-10-08 OCCUPIED 371-2076
8TH on 10 caption Jack

FILED
O 8:30 AM. GK
DEC 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, _____ AT _____ AM/PM SERVED THE WITHIN

COMPLAINT, ORDER & MOTION ON PAUL HIXON, DEFENDANT

BY HANDING TO _____ /

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW 12-15-08 AT 3:15 AM/PM POSTED THE WITHIN

COMPLAINT, ORDER & MOTION FOR PAUL HIXON

AT (ADDRESS) 1652 TREASURE LAKE DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO PAUL HIXON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]
Deputy Signature

Monica Conner BT
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104999
NO: 07-1711-CD
SERVICES 1
COMPLAINT, ORDER & MOTION

PLAINTIFF: CACV OF COLORADO, LLC
vs.
DEFENDANT: PAUL HIXON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	9133	10.00
SHERIFF HAWKINS	HARRISON	9133	31.23

FILED
012:45 PM
MAR 24 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

FILED

JUL 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

CACV OF COLORADO, LLC.

Plaintiff(s),

vs.

PAUL J HIXON

Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 2007 - 01711 - CD

PRAECIPE TO ENTER
JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

Please enter a Default Judgment in favor of plaintiff, **CACV OF COLORADO, LLC.**, and against the defendant(s), **PAUL J HIXON**, for failure to answer or otherwise respond to the Complaint in Civil Action.

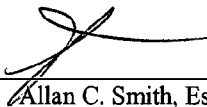
The Complaint was served upon the defendant(s) on **December 15, 2008**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **PAUL J HIXON** by regular United States mail, postage paid, on **MARCH 26, 2009**, is attached hereto as Exhibit "B".

Assess damages in the amount of \$ **11121.48** as follows: [a] \$ **6799.50** principal being sought in the Complaint; [b] and \$ **2792.08** interest being sought in the Complaint; [c] and reasonable attorney's fees of \$ **1359.90**, or \$ **150.00** per hour, [d] and Court Costs of \$ **95.00**, [e] and Costs of Service of \$ **75.00**.

Date: June 26, 2009

By:



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1711-CD

CACV OF COLORADO, LLC
VS
PAUL HIXON

SERVICE # 1 OF 1

COMPLAINT, ORDER & MOTION

SERVE BY: 12/31/2008 HEARING: PAGE: 104999

DEFENDANT: PAUL HIXON
ADDRESS: 1652 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED ²⁰⁷⁶ 371-~~232~~
8TH on (L) Captain Jack

ATTEMPTS 12-10-08

SHERIFF'S RETURN

NOW, _____ AT _____ AM/PM SERVED THE WITHIN

COMPLAINT, ORDER & MOTION ON PAUL HIXON, DEFENDANT

BY HANDING TO _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW 12-15-08 AT 3:15 AM/PM POSTED THE WITHIN

COMPLAINT, ORDER & MOTION FOR PAUL HIXON

AT (ADDRESS) 1652 TREASURE LAKE DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO PAUL HIXON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]
Deputy Signature

Mark A. Conner
Print Deputy Name

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

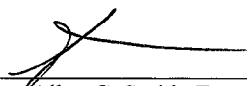
CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2007 - 01711 - CD
vs.)	
)	
PAUL J HIXON)	
)	
Defendant(s).)	

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

I, ALLAN C. SMITH, ESQ., of full age, certify that I mailed a copy of the annexed NOTICE OF INTENT TO FILE PRAECIPE TO ENTER JUDGMENT BY DEFAULT upon defendant **PAUL J HIXON** by United States mail, postage prepaid and certified mail, on **March 26, 2009** at his/her last address of:

**1652 TREASURE LAKE
DU BOIS, PA 15801**

Date: **June 26, 2009**

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

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

Attorney for the Plaintiff

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
)	
vs.	)	No.: 2007 - 01711 - CD
)	
PAUL J HIXON	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
)	

TO:

PAUL J HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
PENNSYLVANIA LAWYER REFERRAL SERVICE
(800) 692-7375

Dated: March 26, 2009

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

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2007 - 01711 - CD
vs.)	
)	
PAUL J HIXON)	
)	
Defendant(s).)	


CERTIFICATION OF NON-MILITARY SERVICE

I, ALLAN C. SMITH, ESQ. of full age, certifies as follows:

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

Date: **June 26, 2009**

By


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

Department of Defense Manpower Data Center

JUN-26-2009 08:53:51



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavelly-Dixon

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

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

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

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

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

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

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

Report ID: **RSPDCVXIL**

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

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2007 - 01711 - CD
vs.)	
)	
PAUL J HIXON)	
)	
Defendant(s).)	

To: PAUL J HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

NOTICE

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

By:


Clerk

X

Judgment by Default 5/11.12.14
Money Judgment
Judgment in Replevin
Judgment for Possession
Judgment on Award of Arbitration
Judgment on Verdict
Judgment on Court Verdict

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

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

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

: Commonwealth of Pennsylvania

: County of **CLEARFIELD**

: Docket No.: **2007 - 01711 - CD**

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter, directed to the sheriff of Clearfield County:

(1) against **PAUL J. HIXON** defendant[s]

(2) against garnishee[s]

REAL DEBT \$11,121.48

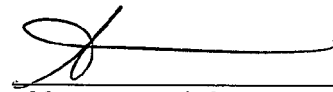
INTEREST \$
From 07/20/2009

COST PAID:
Prothonotary \$ 132.00

SHERIFF \$

STATUTORY \$

COSTS DUE \$


Allan C. Smith, Esq.
Attorney for Plaintiff[s]

FILED Any pd.
112:4561 20.00
JUN 07 2010 2cc & 4 writs
William A. Shaw to Sheriff
Prothonotary/Clerk of Courts
(60)

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

: Commonwealth of Pennsylvania
:
:
: County of **CLEARFIELD**
:
:
: Docket No.: **2007 - 01711 - CD**

WRIT OF EXECUTION-NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

This and any future communication from our debt collection firm are attempts to collect a debt, and information obtained will be used for that purpose.

**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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC	:	Commonwealth of Pennsylvania
4340 S. MONACO - 2ND FLOOR	:	
DENVER, CO 80237	:	
Plaintiff	:	
v.	:	County of CLEARFIELD
PAUL J. HIXON	:	
1652 TREASURE LAKE	:	
DU BOIS, PA 15801	:	
Defendant	:	Docket No.:2007 - 01711 - CD

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession that has been levied upon:
 - (a) I desire that my \$300.00 statutory exemption be:
[] set aside in kind (specify property to be set aside in kind): _____
[] paid in cash following the sale of the property levied upon or
 - (b) I claim the following exemption (specify property and basis of exemption): _____
- (2) From my property that is in the possession of a third party, I claim the following exemptions:
 - (a) My \$300.00 statutory exemption: [] in cash; [] in kind (specify property): _____
 - (b) Social security benefits on deposit in the amount of \$ _____
 - (c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

telephone no.

address

I verify that the statements made in this claim for exemptions are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF [county name] COUNTY:

**1 NORTH 2ND STREET
SUITE 116
CLEARFIELD, PA 16830
Telephone: (814)-765-2641**

WRIT OF EXECUTION

Special instructions for levy at business premises:
SEIZE ALL CONTENTS OF EACH CASH REGISTER

**Law Office of Harrison Ross Byck, Esq., P.C.
229 PLAZA BOULEVARD - SUITE 112
MORRISVILLE, PA 19067
Telephone: (215)428-0666
Fax: (215)428-0740**

COPY

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

Commonwealth of Pennsylvania

County of **CLEARFIELD**

Docket No.: 2007 - 01711 - CD

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against:

PAUL J. HIXON, defendant[s],

(1) You are directed to levy upon the property of the defendant[s] and to sell defendant[s] interest therein, any and all personal property belonging to defendant located at: **1652 TREASURE LAKE, DU BOIS, PA 15801**.

(2) You are also directed to attach the property of the defendant[s] not levied upon in the possession of [name of garnishee], garnishee[s], [specifically describe property] [All sums due defendant[s] from garnishee[s]. All property of defendant[s] possessed by garnishee[s]. All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account no[s].] and to notify the garnishee[s] that:

(a) an attachment has been issued;

(b) the garnishee[s] is [are] enjoined from paying any debt to or for the account of the defendant[s] and from delivering any property of the defendant[s] or otherwise disposing thereof.

(3) If property of the defendant[s] not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee[s], you are directed to notify [him] [her] [them] that [he] [she] [they] has [have] been added as garnishee[s] and are enjoined as above stated.

REAL DEBT \$11,121.48

INTEREST \$
From 07/20/2009

COST PAID:

PROTHONOTARY \$ 132.00

SHERIFF \$

STATUTORY \$

COSTS DUE \$

Prothonotary

BY

DATE



6/7/10

LAW FIRM OF ALLAN C. SMITH, P.C.
BUCKS COUNTY OFFICE CENTER
1276 VETERANS HIGHWAY, SUITE E-1
BRISTOL, PA 19007

Attorney for Plaintiff

CACV OF COLORADO, LLC.
4340 SOUTH MONACO STREET 2ND FLOOR
DENVER, CO 80237

Plaintiff,

vs.

PAUL J HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

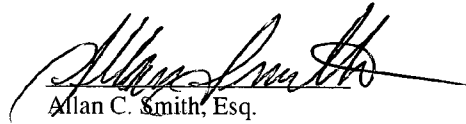
No.: 2007 - 01711 - CD

FILED 3CC
NOV 28 2011
14:00
William A. Shaw
Prothonotary/Clerk of Courts
Smith
6K

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

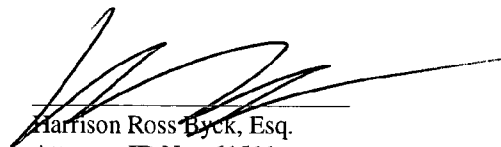
Kindly enter my appearance of behalf of CACV OF COLORADO, LLC., the plaintiff in this action.


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

WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdrawal my appearance of behalf of CACV OF COLORADO, LLC., the plaintiff in this action.


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

Date: November 16, 2011

2. On August 4, 2008, Plaintiff filed a Motion to Allow Substitute Service Pursuant to Pa. R.C.P. 430(a) ("Motion for Substitute Service") on Defendant, which Motion was granted on the same date. A true and correct copy of said Motion is attached hereto and marked as Defendant's Exhibit "A".

3. On July 20, 2009, Plaintiff obtained a Default Judgment against Defendant in the amount of \$11,121.48 for failure to respond to the Complaint. A true and correct copy of said Default Judgment is attached hereto and marked as Defendant's Exhibit "B".

4. Defendant was never served with *any* papers concerning this case, including the Motion for Substitute Service and Complaint and therefore, was not aware of litigation proceedings against him could not have filed a responsive pleading.

5. Defendant first discovered that a judgment was entered against him in August 2012 when his parents forwarded to him a letter ("Plaintiff's Letter") from Plaintiff's counsel concerning Post-Judgment Interrogatories. A true and correct copy of Plaintiff's Letter is attached hereto and marked as Defendant's Exhibit "C".

6. Upon receipt of Plaintiff's Letter, Defendant subsequently retained present counsel in September 2012 who sent counsel for Plaintiff, Corryn Kronnagel ("Ms. Kronnagel") correspondence ("Defendant's Letter") informing her that Defendant had not resided at 1652 Treasure Lake, Du Bois, PA 15801, the service address, in over nine (9) years and did not reside at that address at the time the complaint was filed and allegedly served to him". Defendant's counsel thus requested that the default judgment be vacated. A true and correct copy of Defendant's Letter is attached hereto and marked as Defendant's Exhibit "D".

7. Ms. Kronnagel informed Defendant's counsel that service against Defendant was effected through alternative service and thereby refused to vacate the default judgment.

8. Defendant's counsel reiterated to Ms. Kronnagle that service was ineffective because Defendant did not reside at that address during the time the

Complaint and Motion for Substitute Service was filed and that Plaintiff did not use diligent efforts to locate Defendant.

9. In its Motion for Substitute Service, Plaintiff alleges that Plaintiff attempted Sheriff service upon Defendant at 1652 Treasure Lake, Du Bois, PA 15801 ("1652 Treasure Lake"). *See Motion for Substitute Service at ¶ 2*. Plaintiff also alleged in its Motion for Substitute Service that Defendant was attempting to evade service by refusing to open the door. *See Motion for Substitute Service at ¶ 3*. To the contrary, Defendant ceased to reside at 1652 Treasure Lake since approximately 2002, well before service was attempted on Defendant at that address. Defendant's parents reside at that address.

10. In its Motion for Substitute Service, Plaintiff also alleges that it verified Defendant's current address at 1652 Treasure Lake with the Post Office. *See Motion for Substitute Service at ¶ 4*. Again, Defendant ceased to reside at that address since 2002. Furthermore, "Defendant's failure to leave a new forwarding address is insufficient evidence of concealment." *See Note at Pa. R.C.P. 430(a); Gonzales v. Polis*, 238 Pa. Super 362, 357 A.2d 580 (1976). Plaintiff is required to make a "good faith" effort to discover the correct address of Defendant. *Adoption of Walker*, 468 Pa. 165, 360 A.2d 603 (1976).

11. In its Motion for Substitute Service, Plaintiff additionally alleges that an asset investigation tool (the "Investigation Results") revealed that Defendant owned the property located at 1652 Treasure Lake. *See Motion for Substitute Service at ¶ 5*. A true and correct copy of the Investigation Results is attached hereto and marked as Defendant's Exhibit "E". To the contrary, Defendant never owned the property located

at 1652 Treasure Lake. The third column on the first page of the Investigation Results *clearly* states the "Address History" of Defendant and lists his prior addresses. The second page of the printout *clearly* has headings of "Owner" and "Property" and lists the owner as "Kathryn Hixon" and the property that she owns as "1652 Treasure Lake". To confirm ownership of the real property, Plaintiff should have and could have obtained a copy of the deed for 1652 Treasure Lake but failed to do so.

12. Finally, Plaintiff did not perform a good faith investigation to determine the whereabouts of Defendant prior to obtaining default judgment pursuant to Pa. 430(a) because Plaintiff:

1) failed to make inquiries of relatives, neighbors, friends and employers of the defendant; and

2) failed to examine local telephone directories, voter registration records and motor vehicle records.

13. In light of the following, Defendant's counsel made repeated attempts to request that opposing counsel advise its client to vacate the default judgment, to no avail. To that end, the within Motion was promptly filed.

14. Defendant has meritorious defenses to the allegations in the complaint for the following reasons:

- a. Plaintiff has failed to properly plead an account stated cause of action;
- b. An account stated cause of action is impermissible in an action for credit card debt;
- c. Plaintiff has failed to attach a signed written contract between the parties;

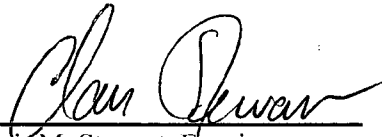
d. Plaintiff has failed to give specific details about the alleged debt underlying the claim; and

e. Plaintiff fails to attach a written assignment of account to Plaintiff from the original creditor.

15. Additionally, Defendant has been denied credit as a result of the default judgment appearing on his credit report and also faces the possibility of loss and attachment of his personal property should Plaintiff proceed with collection actions to collect the debt pursuant to the default judgment.

WHEREFORE, Defendant requests that this Honorable Court open the Default Judgment entered against him and Defendant be given an opportunity to file preliminary objections or an answer to Plaintiff's Complaint.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Clair Stewart", written over a horizontal line.

Clair M. Stewart, Esquire
Attorney for Defendant, Paul Hixon

Date: April 11, 2013

CLAIR M. STEWART, ESQUIRE
I.D. #: 86967
21 S. 12TH STREET #100
PHILADELPHIA, PA 19107
215-564-5150
215-405-8055 FAX
clairstewart@cstewartlaw.com

ATTORNEY FOR DEFENDANT

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

CIVIL ACTION - LAW

CACV OF COLORADO, LLC,

Plaintiff

vs.

PAUL J HIXON,

Defendant

:
:
:
:
:
:
:
:
:
:

Term:

No.: 2007-01711-CD

**DEFENDANT PAUL HIXON'S MEMORANDUM OF LAW IN SUPPORT OF
HIS MOTION TO OPEN DEFAULT JUDGMENT**

I. FACTUAL BACKGROUND

On October 22, 2007, Plaintiff, CACV of Colorado, LLC ("Plaintiff") commenced a breach of contract and/or an account stated action against Defendant, Paul Hixon, ("Defendant") by filing a complaint (hereinafter referred to as "Complaint") in this Honorable Court alleging that Defendant failed to make payments on his credit card. On August 4, 2008, Plaintiff filed a Motion to Allow Substitute Service Pursuant to Pa. R.C.P. 430(a) ("Motion for Substitute Service") on Defendant, which Motion was granted on the same date. A true and correct copy of said Motion is attached hereto and marked as Defendant's Exhibit "A". On July 20, 2009, Plaintiff obtained a Default Judgment against Defendant in the amount of \$11,121.48 for failure to respond to the

Complaint. A true and correct copy of said Default Judgment is attached hereto and marked as Defendant's Exhibit "B".

II. ARGUMENT

A. The Judgment By Default Must Be Opened Because Defendant Meets the Three Prongs of the Tripartite Test Necessary for Opening a Default Judgment.

In order to open a default judgment, the moving party must satisfy three requirements: 1) promptly file a petition to open the default judgment; 2) provide a reasonable excuse or explanation for failing to file a responsive pleading, and 3) plead a meritorious defense to the allegations contained in the complaint. *McFarland v. Whitham*, 518 Pa. 496, 544 A.2d 929 (1988). Defendant has met these requirements. Furthermore, a petition to open a default judgment should be decided based on principles of equity. *TTAP Investment Company v. Mark Bojanowski*, 2005 WL 1620397 (Pa. Com. Pl.) quoting, *Seeger v. First Union National Bank*, 836 A.2d 163 (Pa. Super. 2003).

Concerning the first requirement, in order to determine promptness, the court focuses on two factors: (1) the length of the delay between discovery of the entry of the default judgment and filing the petition to open judgment, and (2) the reason for the delay." *TTAP*, 2005 WL 1620397 at 2. In this case, although the default judgment was entered against Defendant in July 2009, Defendant first discovered that the judgment was entered against him more than three (3) years later, in August 2012, when his parents forwarded to him a letter ("Plaintiff's Letter") from Plaintiff's counsel concerning Post-Judgment Interrogatories. A true and correct copy of Plaintiff's Letter is attached hereto and marked as Defendant's Exhibit "C". Upon receipt of Plaintiff's Letter, Defendant retained present counsel in September 2012 who sent correspondence ("Defendant's

Letter') to counsel for Plaintiff, Corryn Kronnagel ("Ms. Kronnagel") to inform her that Defendant was never served with the complaint because Defendant did not reside at 1652 Treasure Lake, Du Bois, PA 181901 at the time the complaint was filed and that Defendant hadn't resided at that address in over nine (9) years. A true and correct copy of said Default Judgment is attached hereto and marked as Defendant's Exhibit "D". Defendant's parents reside in and own the real property at 1652 Treasure Lake. Despite Defendant's counsel's continued efforts requesting Plaintiff's counsel to vacate the judgment for the reasons stated, the default judgment was not vacated. To that end, the within Motion was promptly filed.

With regard to the second prong, "Whether a [reason] is legitimate is not easily answered and depends upon the specific circumstances of the case." *Castings Condominium Association, Inc. v. Klein*, 444 Pa.Super. 68, 663 A.2d 220, 224 (1995). In this case, there is a legitimate reason for Defendant's failure to file a responsive pleading: Defendant was never served with the Complaint and did not know that a lawsuit had been filed against him by Plaintiff. Defendant did not reside at 1652 Treasure Lake when Plaintiff initiated this action and Plaintiff did not use diligent efforts to locate Defendant in order to serve him with the complaint.

In its Motion for Substitute Service, Plaintiff alleges that Plaintiff attempted Sheriff service upon Defendant at 1652 Treasure Lake, Du Bois, PA 15801 ("1652 Treasure Lake"). See *Motion for Substitute Service* at ¶ 2. Plaintiff also alleged in its Motion for Substitute Service that Defendant was attempting to evade service by refusing to open the door. See *Motion for Substitute Service* at ¶ 3. To the contrary, Defendant

ceased to reside at 1652 Treasure Lake since approximately 2002, well before service was attempted on Defendant at that address. Defendant's parents reside at that address.

In its Motion for Substitute Service, Plaintiff also alleges that it verified Defendant's current address at 1652 Treasure Lake with the Post Office. *See Motion for Substitute Service at ¶ 4.* Again, Defendant ceased to reside at that address since 2002. Although the Post Office may have confirmed "no change of address" concerning Defendant, "Defendant's failure to leave a new forwarding address is insufficient evidence of concealment." *See Note at Pa. R.C.P. 430(a); Gonzales v. Polis*, 238 Pa. Super 362, 357 A.2d 580 (1976). Plaintiff is required to make a "good faith" effort to discover the correct address of Defendant. *Adoption of Walker*, 468 Pa. 165, 360 A.2d 603 (1976).

More disturbing, in its Motion for Substitute Service, Plaintiff additionally alleges that an asset investigation tool (the "Investigation Results") revealed that Defendant owned the property located at 1652 Treasure Lake. *See Motion for Substitute Service at ¶ 5.* A true and correct copy of the Investigation Results is attached hereto and marked as Defendant's Exhibit "E". To the contrary, Defendant *never* owned the property located at 1652 Treasure Lake. The third column on the first page of the Investigation Results *clearly* states the "Address History" of Defendant and simply lists the prior addresses of where Defendant lived. The second page of the printout *clearly* has headings of "Owner" and "Property" and lists the owner of 1652 Treasure Lake as "Kathryn Hixon". To confirm ownership of the real property, Plaintiff should have and could have obtained a copy of the deed for 1652 Treasure Lake but failed to do so. Defendant's parents own and live at 1652 Treasure Lake. Plaintiff either intentionally or negligently

misinterpreted the information in the printout because the Investigation Results can easily be read. Further, if Plaintiff relies on such investigative tools in filing Motions for Substitute Service, Plaintiff should know how to and also be familiar with interpreting the results.

Finally, Plaintiff did not perform a good faith investigation to determine the whereabouts of Defendants prior to obtaining default judgment pursuant to Pa. R.C.P. 430(a) because Plaintiff 1) failed to make inquiries of relatives, neighbors, friends and employers of the defendant; and 2) failed to examine local telephone directories, voter registration records and motor vehicle records. Such investigative efforts are specifically itemized in the Rule.

Defendant satisfies the third prong of the test because Defendant has meritorious defenses to the allegations in the complaint for numerous reasons. First, Plaintiff has failed to properly plead an account stated cause of action and also, an account stated cause of action is impermissible in an action for credit card debt. *Capital One Bank (USA) NA v. Patricia L. Clevestine*, 2009 WL 1245043 (Pa.Com. PL.), 7 Pa. D&C 5th 153 (2009).

To plead a cause of action for an account stated, plaintiff must sufficiently plead the following elements: (1) there has been a running account, (2) a balance remains due, (3) the account has been rendered upon the defendant, and (4) the defendant has assented to the account. *Rush's Service Center Inc. v. Genareo*, 10 Pa. D. & C.4th 445, (1991). In this case, Plaintiff has not pled the required elements of an account stated in order to set forth a cause of action based on an account stated theory of recovery. Plaintiff merely

pleads that there is an “account stated by and between them”, referring to Plaintiff and Defendant. *See Complaint at ¶ 3.*

Second, Plaintiff has failed to attach a signed written contract between the parties. Pa. R.Civ.P. 1019(i) state that “When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof...”.. Plaintiff avers “a copy of the credit card agreement is attached hereto”. *See Complaint at ¶ 6.* Plaintiff simply attaches a form credit card Agreement that is not signed by the Defendant or Plaintiff. Plaintiff must provide a signed written contract.

Third, Plaintiff has failed to give specific details about the alleged debt underlying the claim pursuant to by Pa. R.Civ. P. 1019(a) by not providing details and account statements of how the balance was accrued, detailing itemized purchases, payments and credits.

Finally, Plaintiff fails to attach a written assignment of account to Plaintiff from the original creditor. Pa. R.Civ.P. 1019(i) provides “when any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof.” Plaintiff attaches a Certificate of Purchase signed by Plaintiff itself. Plaintiff is required to attach a written assignment *from the original creditor to Plaintiff* pursuant to Pa. R.Civ.P. 1019(i). Without such writing from the original issuer, there is no basis to show that Plaintiff is legally entitled to bring any collections action against Defendant. “Assignments showing the chain of ownership for the account from originator to current holder must be attached to the complaint.” *Remit Corp. v. Miller*, 2008 WL 4491523 (Pa.Com.Pl.) 5 Pa. D & C. 5th 43. Defendant would be left unprotected in the event that

the original issuer later brings an action in its own name, or through a different assignee, and denies that it ever authorized this Plaintiff to collect on its account.


To that end, Defendant satisfies the three prongs of the tripartite test necessary for opening a default judgment.

CONCLUSION

In light of the foregoing, Defendant requests that the default judgment entered against Defendant Paul Hixon be stricken and Defendant be given an opportunity to file his answer or preliminary objections to Plaintiff's complaint.

Respectfully Submitted,

Date: April 11, 2013

By: / 
Clair M. Stewart, Esquire
Attorney for Defendant, Paul Hixon

CLAIR M. STEWART, ESQUIRE
I.D. #: 86967
21 S. 12TH STREET #100
PHILADELPHIA, PA 19107
215-564-5150
215-405-8055 FAX
clairstewart@cstewartlaw.com

ATTORNEY FOR DEFENDANT

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

CIVIL ACTION - LAW

CACV OF COLORADO, LLC,

Plaintiff

vs.

PAUL J HIXON,

Defendant

:
:
:
:
:
:
:
:
:
:

Term:

No.: 2007-01711-CD

CERTIFICATE OF SERVICE

I, Clair M. Stewart, Esquire, attorney for Defendant Paul Hixon hereby
certify that on the date set forth below, a true and correct copy of the Defendant's Motion
to Open Default Judgment was served via regular mail upon the below listed parties:

Corryn L. Kronnagel, Esquire
Law Firm of Allan C. Smith, P.C.
The Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, PA 19007
Attorney for Plaintiff

Harrison Ross Byck, Esquire P.C.
229 Plaza Boulevard, Suite 112
Morrisville, PA 19067
Attorney for Plaintiff

Dated: April 11, 2013



Clair M. Stewart, Esquire
Attorney for Defendant, Paul Hixon

Defendant's Exhibit "A"

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

ORDER

AND NOW, on this 4th day of August, 2008, it is hereby
Ordered that the Plaintiff's Petition for Substitute Service of Process, pursuant to Pa.R.C.P.
430(a), is Granted, permitting service of the Complaint upon Defendants, PAUL HIXON, by
posting a copy on the door of the premises at 1652 TREASURE LAKE, DU BOIS, PA 15801,
and also by mailing copies to the Defendant by certified mail, return receipt requested and by
first class mail, postage pre-paid with Proof of Mailing, at the same said address.

BY THE COURT:

/s/ Paul E. Cherry

J.

Copy of this order and the original
of the complaint and the original
of the petition for substitute service of process
shall be filed in the court.

006 06 2008

1991.

1991.

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

08 01 2008

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

MOTION TO ALLOW SUBSTITUTE SERVICE
PURSUANT TO Pa. R.C.P. 430(a)

Plaintiff, by her attorney, HARRISON ROSS BYCK, ESQUIRE, hereby requests this Honorable Court issue a special order allowing substituted service of process for the Defendant pursuant to Pa.R.C.P. 430(a) and, in support thereof, avers as follows:

1. A Civil Action sounding in Breach of Contract and/or for an Account Stated for the Defendant's failure to pay her credit card was filed on OCTOBER 22, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked Exhibit "A".
2. The Sheriff has attempted service on numerous occasions since that date without success and after the last attempt provided the following: "NOW FEBRUARY 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL HIXON, DEFENDANT. DEFENDANT NEVER LIVED @ 1652 TREASURE LAKE, DUBOIS." A true and correct copy of the Sheriff's documented attempts is attached hereto, made part hereof, and marked Exhibit "B".
3. As a result of the Sheriff's notes, pursuant to a good faith investigation, and the information listed below, Plaintiff believes and therefore avers that the Defendant does reside at , and that they are actively attempting to avoid service by refusing to open the door.

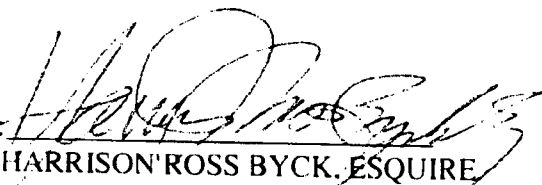
4. The Post Office verified that the address is current; i.e., mail for the Defendants, is currently delivered to them at the address identified. A true and correct copy of the post office verification is attached hereto, made part hereof, and marked, Exhibit "C".

5. Further, Accurant an asset investigation tool was used to verify that the Defendant currently owns the property at 1652 TREASURE LAKE, DU BOIS, PA 15801. See Property Deed search, attached hereto, made part hereof, and marked Exhibit "D".

6. Pursuant to all of the foregoing, the Plaintiff believes and therefore avers that service of the Complaint via posting upon the residence at 1652 TREASURE LAKE, DU BOIS, PA 15801, would be an effective method to ensure that the Defendants actually receive notice of the within action.

7. Plaintiff also seeks leave to simultaneously serve process via Certified Mail, return receipt requested, and by Regular Mail verified by Proof of Mailing.

WHEREFORE, the Plaintiff respectfully requests an Order permitting substituted service pursuant to Pa.R.C.P. 430(a).

BY: 
HARRISON ROSS BYCK, ESQUIRE

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

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

MEMORANDUM OF LAW

Rule 430 of the Pennsylvania Rules of Civil Procedure provides authority for alternative methods of service of process when service cannot be made under the applicable rules.

The notes to Rule 430 suggests that a good faith investigation to locate the defendant should occur before the filing of a petition for alternative service. The Plaintiff herein has, in fact, made a good faith effort to locate the defendant and verify her address.

Specifically, Rule 430 suggests inquiries of postal authorities. As averred, the Plaintiff did send a recent request to the Post Office which confirmed that the address utilized and identified upon the Complaint is, in fact, the Defendants' current address.

Rule 430 also requires additional forms of corroboration. As a result, Accurint, an asset investigation tool was used to verify that the Defendant currently owns the property at 1652 TREASURE LAKE, DU BOIS, PA 15801.

Finally, it should be emphasized that this is not merely a case where there is simply no sign of the Defendants at the indicated location. To the contrary, the deputy Sheriff who

attempted to serve the Complaint specifically noted that there per there were multiple attempts made during normal business hours.

Pursuant to all of the foregoing, the Plaintiff respectfully requests that this Honorable Court grant the within motion for alternative service of the Complaint, by posting and by mailing via Certified, return receipt requested, and Regular, using Proof of Mailing.

Respectfully submitted by:

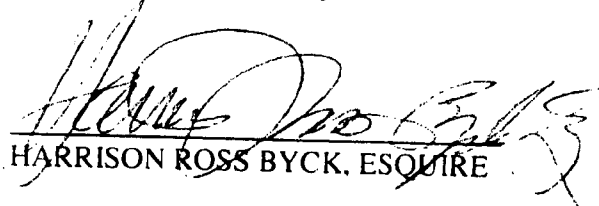

HARRISON ROSS BYCK, ESQUIRE

EXHIBIT A

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

CACV OF COLORADO, LLC
370 17th STREET
SUITE 5000
DENVER, CO 80202

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

No.: 07-1711-CD

Defendant(s).

COMPLAINT

To: PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 22 2007

NOTICE

Attest.

(Signature)
Prothonotary/
Clerk of Courts

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served. By entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and the court without further notice may enter a judgement against you for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

AVISO

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

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA 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, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) PAUL HIXON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado 80202.
2. Defendant, PAUL HIXON, is an individuals residing at 1652 TREASURE LAKE; DU BOIS, PA 15801.
3. Defendant, PAUL HIXON, is indebted to MBNA AMERICA BANK, N.A. on an account stated by and between them in the amount of \$6,799.50 which balance was due and unpaid as of May 29, 2004 for credit card account number 5329 0059 9995 0795. <Exhibit A>
4. On or about June 15, 2004, Mbna America Bank, N.A. sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>
5. Defendant (s) PAUL. J. HIXON last tendered a payment on this account on or about October 10, 2003 for \$136.00.
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$-0-. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of \$4.65 per day from the default date (24.98% annual percentage rate x \$6,799.50/ 365 days) or \$4.65 x 600 days = \$2,792.08, 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 \$ 1,359.90. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$10,951.48 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$10,951.48 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$10,951.48 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: October 8, 2007

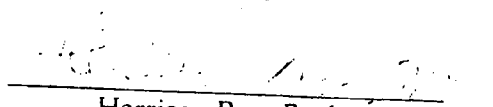

Harrison Ross Byck

EXHIBIT A

- Billing rights are preserved only by written inquiry.
Mail billing inquiries and all other account inquiries to:
MBNA AMERICA P.O. BOX 15028
WILMINGTON, DE 19850-5028

EXHIBIT B

CERTIFICATE OF PURCHASE

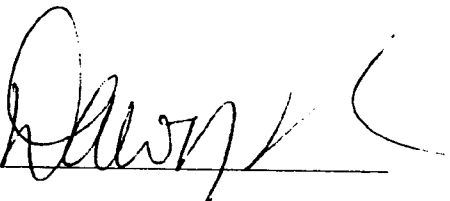
I, Dawn Randolph, hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, 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:

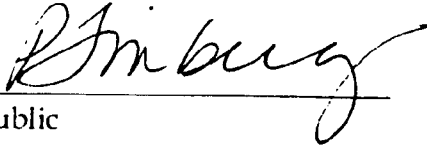
Customer Name:	PAUL J HIXON
Original Creditor:	Mbna America Bank, N.A.
Account Number:	5329005999950795

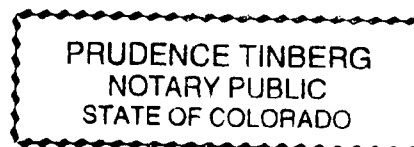
3. On or about June 15, 2004 this account was issued by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable
c o n s i d e r a t i o n .

Date: MAR 02 2007

By: 

Sworn and subscribed to before me this 2 day of Mar 2007.


Notary Public



My Commission Expires 05/03/2010

My Commission Expires: _____

VERIFICATION

I, Paul J Hixon, 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 PAUL J HIXON owes the balance of \$6,799.50 to CACV OF COLORADO, 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 01 2007

Authorized Representative

EXHIBIT C

Credit Card Agreement**Additional Terms and Conditions****Selected Sections**■ **Privacy Notice**■ **Credit Reporting Agencies**■ **How To Use Your Account**■ **Payments on Your Account**■ **We May Amend This Agreement**■ **What Law Applies**■ **Arbitration and Litigation**

NEXT80

Your Contract With Us

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

Privacy Notice

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

Our Security Procedures: MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

Information We Collect: MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA and with other companies outside of MBNA.

Information We Share Within MBNA: We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

Information We Share With Others: From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

Important Information About Your Choice: We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-791-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

Words Used Often in This Agreement

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled *We May Monitor and Record Telephone Calls and Arbitration and Litigation* and when used in each of the sections relating to payment of this account.

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NO. 873 0806

(Your Terms in Pay and How We Allocate Your Payments, for example, "We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.)

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you under a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record all of your telephone conversations with our representatives or the representatives of any of those companies.

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA Credit Reporting Agencies, P.O. Box 17034, Wilmington, DE 19804-7034. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

How to Use Your Account

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for:

NO. 873 0807

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

How We Allocate Your Payments

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

before any other existing balances

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor upon presentment or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to

Payment Holidays

We may allow you, from time to time, to omit a month's payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a dollar amount in accordance with the operating regular conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Billing Cycle

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

Account Fees and Charges

Account Fees: The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

Abandoned-Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

We May Suspend or Close Your Account

We may suspend or close your account or otherwise limit your right to use your account. We may do this at any time for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

You May Close Your Account

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

Transactions After Your Account Is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

Your Credit Limit

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction, or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

What We May Do if You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may: (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

You Must Notify Us When You Change Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change in your address. When you change your address, you must notify us promptly of your new address.

What Law Applies

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

The Provisions of This Agreement Are Severable

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Our Rights Continue

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

Arbitration and Litigation

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them, in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration

Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.naf-arbitration.com, or P.O. Box 5019, Minneapolis, Minnesota 55409, telephone 1-800-474-2371.

If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying these fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation, and shall honor any claims or privileges recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchant card acceptors, any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NY, ND, OH, OK, RI, SD, TN, VA, WV & WY), or \$25,000 if you die.

Eligibility: One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NY & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

Coverage & Benefits: Credit Insurance covers: your death; involuntary unemployment due to job loss, general strikes, unionized labor disputes, or lockouts; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NY, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, NJ, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

Exclusions: Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NY), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage and coverage vary by state. Please refer to your certificates for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Balance:
Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 30.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c; IL 8.6c; D 16.9c; U 54c; F 70c; IN 80.97c; IA 97.8c; L 7.2c; D 16.6c; U 54c; F 70c; KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.74c; MA 13.7c; MI 83.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 97.8c; NV 99.87c; NH 95c; NJ 97c; NM 78.9c; NY 32.5c; IL 8.8c; D 26.8c; U 16.9c; NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c; L 4.8c; D 12.9c; U 16c; UT 90.44c; VT 34.92c; IL 6.68c; D 12.24c; F 16c; VA 84c; L 6.1c; D 8.9c; U 49c; F 20c; WA 89.39c; WY 99.5c; WI 93.6c; L 3.7c; D 8.9c; U 59c; F 20c; WY 99.7c.

Availability: Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary Unemployment: American Security/LOI(3/83), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/83) and LOIC-IP: Standard Guaranty/SG LOI(3/83) (NH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WY & WY; Standard Guaranty Life (TX only)/L-1-Z(8/92)(3,33RA), First Fortis Life (NY Life only)/NYLMO013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(1/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME, FL-IP-WY(4/97) in WY, Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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.

*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/30th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

**The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverage separately write to Assurant Group, P.O. Box 30333, Atlanta, GA 30302. Applications will be sent to you.

EXHIBIT B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103336**

CACV OF COLORADO, LLC

Case # 07-1711-CD

vs.

PAUL HIXON

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL HIXON, DEFENDANT. DEFENDANT NEVER LIVED @ 1652 TREASURE LAKE, DUBOIS.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	4413	10.00
SHERIFF HAWKINS	HARRISON	4413	32.43

Sworn to Before me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT C

Change of Address or Boxholder Request Format - Process Servers

STATION MANAGER

Date January 21, 2008

DU BOIS, PA 15801

City, State ZIP Code

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if boxholder) for the following:

Name: PAUL J. HIXON

Address: 1652 TREASURE LK; DU BOIS, PA 15801

Note: The name and last known address are required for change of address information. The name, if known, and post office boxholder or change of address information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

1. Capacity of requester (e.g. process server, attorney, party representing self): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): _____

3. The names of all known parties to the litigation: CACV, LLC VS. HIXON
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS
5. The docket or other identifying number if one has been issued: 07-1711-CD
6. The capacity in which this individual is to be served: DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001)

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

Signature

Harrison Ross Byck
Harrison Ross Byck, Esq. P.C.

Printed Name

229 Plaza Blvd. - Suite 112

Address

Morrisville, PA 19067

City, State, ZIP Code

POST OFFICE USE ONLY

PLEASE PROVIDE STREET ADDRESS IF A PO BOX

☒

No change of address order on file

NEW ADDRESS OR BOXHOLDER'S NAME

☐ Moved, left no forwarding address

AND STREET ADDRESS

☐ No such address.

☐ Good as Addressed

POSTMARK

POST

EXHIBIT D

People Search Results(1)

Print

Personal Information	Confidence	Address History	Phone	Date Report
PAUL J HIXON Aliases: PAUL HIXON, PAUL J HIXON Gender: M Birth Date: 01/1977 SSN: 190-58-XXXX	<input type="text"/>	1652 TREASURE LK DU BOIS, PA 15801 Single Family Dwelling	814-371-2076	07/2003 - 10/2007
	<input type="text"/>	223 E RODGERS ST RIDLEY PARK, PA 19078 Single Family Dwelling	484-494-8229	05/2006
	<input type="text"/>	205 IRVIN HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		10/2005
	<input type="text"/>	PO BOX 196 PENFIELD, PA 15849 Single Family Dwelling		04/2005
	<input type="text"/>	1 TANNERY DR PENFIELD, PA 15849 Single Family Dwelling		03/1995
	<input type="text"/>	204 IRVIN HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		Not Available
	<input type="text"/>	116 PORTER HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		Not Available
	<input type="text"/>	616 PORTER HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		Not Available

Fetch - National Property

2	Owner	Location	Property	Sale
	KATHRYN HIXON	FIPS Code: 42033	Parcel Number: 1280C0200400077002194901 Legal Description: L 77 SECTION 4	

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

KATHRYN HIXON FIPS Code: 42033 Parcel Number: 1280C0200400078002176088
Legal Description: H & L 78 SECTION 4

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

COUNTY OF CLEARFIELD:

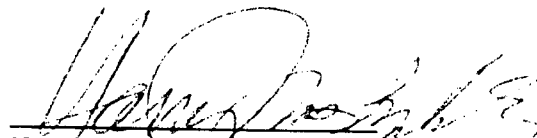
SS.

COMMONWEALTH OF PENNSYLVANIA:

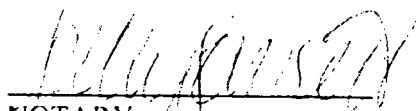
AFFIDAVIT

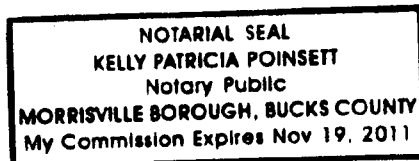
I, HARRISON ROSS BYCK, ESQ., of age, having been duly sworn, do hereby depose and state as follows:

1. I performed a good faith investigation to determine the whereabouts of the Defendant.
2. All of my efforts, and the reason why service could not be made, are contained in the attached Petition for Alternative Service.
3. All of the facts set forth therein are true and correct to best of my knowledge, information, and belief.


HARRISON ROSS BYCK, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 21st DAY
OF June, 2008.


NOTARY



Defendant's Exhibit "B"

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

CACV OF COLORADO, LLC.

Plaintiff,

vs.

PAUL J HIXON

Defendant(s).

) COURT OF COMMON PLEAS
) CLEARFIELD COUNTY
)
) NO: 2007 - 01711 - CD
)
)
)

To: PAUL J HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

NOTICE

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

By:

Clerk



7-20-09

X

Judgment by Default 11,121.48
Money Judgment
Judgment in Replevin
Judgment for Possession
Judgment on Award of Arbitration
Judgment on Verdict
Judgment on Court Verdict

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

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

I hereby certify this to be true and
attested copy of the original
statement filed in this case.

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

JUL 20 2009

Attest.

William A. Smith
Prothonotary/
Clerk of Courts

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff(s),)	
	)	NO: 2007 - 01711 - CD
vs.)	
)	
PAUL J HIXON)	
	)	PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
)	

TO THE PROTHONOTARY:

Please enter a Default Judgment in favor of plaintiff, **CACV OF COLORADO, LLC.**, and against the defendant(s), **PAUL J HIXON**, for failure to answer or otherwise respond to the Complaint in Civil Action.

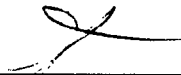
The Complaint was served upon the defendant(s) on **December 15, 2008**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **PAUL J HIXON** by regular United States mail, postage paid, on **MARCH 26, 2009**, is attached hereto as Exhibit "B".

Assess damages in the amount of \$ 11121.48 as follows: [a] \$ 6799.50 principal being sought in the Complaint; [b] and \$ 2792.08 interest being sought in the Complaint; [c] and reasonable attorney's fees of \$ 1359.90, or \$ 150.00 per hour, [d] and Court Costs of \$ 95.00, [e] and Costs of Service of \$75.00.

Date: **June 26, 2009**

By:


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1711-CD

CACV OF COLORADO, LLC
vs
PAUL HIXON

SERVICE # 1 OF 1

COMPLAINT, ORDER & MOTION

SERVE BY: 12/31/2008 HEARING: PAGE: 104999

DEFENDANT: PAUL HIXON
ADDRESS: 1652 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED ²⁰⁷⁶ 371-~~2076~~
ATTEMPTS 12-10-08 8TH on (D) Captain Jack

SHERIFF'S RETURN

NOW, _____ AT _____ AM/PM SERVED THE WITHIN

COMPLAINT, ORDER & MOTION ON PAUL HIXON, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW 12-15-08 AT 3:15 AM/PM POSTED THE WITHIN

COMPLAINT, ORDER & MOTION FOR PAUL HIXON

AT (ADDRESS) 1652 TREASURE LAKE DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO PAUL HIXON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]
Deputy Signature

Mark A Connerist
Print Deputy Name

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

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2007 - 01711 - CD
vs.)	
)	
PAUL J HIXON)	
)	
Defendant(s).)	

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

I, ALLAN C. SMITH, ESQ., of full age, certify that I mailed a copy of the annexed NOTICE OF INTENT TO FILE PRAECIPE TO ENTER JUDGMENT BY DEFAULT upon defendant PAUL J HIXON by United States mail, postage prepaid and certified mail, on March 26, 2009 at his/her last address of:

1652 TREASURE LAKE
DU BOIS, PA 15801

Date: June 26, 2009

By: _____

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

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

Attorney for the Plaintiff

CACV OF COLORADO, LLC.

Plaintiff,

vs.

PAUL J HIXON

) **COURT OF COMMON PLEAS**
) **CLEARFIELD COUNTY**
)
)
)

) **No.: 2007 - 01711 - CD**
)
)

) **NOTICE OF INTENT TO**
) **FILE PRAECIPE TO ENTER**
) **JUDGMENT BY DEFAULT**
)

TO:

PAUL J HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
PENNSYLVANIA LAWYER REFERRAL SERVICE
(800) 692-7375

Dated: March 26, 2009

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

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2007 - 01711 - CD
vs.)	
)	
PAUL J HIXON)	
)	
Defendant(s).)	

CERTIFICATION OF NON-MILITARY SERVICE

I, ALLAN C. SMITH, ESQ. of full age, certifies as follows:

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

Date: **June 26, 2009**

By


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

Department of Defense Manpower Data Center

JUN-26-2009 08:53:51



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavelly-Dixon

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

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

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

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

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

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

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

Report ID: RSPDCVXIL

Defendant's Exhibit "C"

Law Firm of Allan C. Smith, P.C.

The Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, Pennsylvania 19007
Toll Free: (888) 275-6399 Fax: (215) 428-0740

Allan C. Smith, Esq.
Admitted: PA and NY

Of Counsel:

Corryn Kronnagel, Esq.

Admitted: PA

Ashley Vaivada, Esq.

Admitted: NJ

July 26, 2012

PAUL J HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

RE: POSTJUDGMENT INTERROGATORIES
CACV OF COLORADO, LLC.-vs- PAUL J HIXON
JUDGMENT AMOUNT: \$11,121.48
JUDGMENT DATE: JULY 20, 2009
COURT TERM & NUMBER: 2007 - 01711 - CD

Dear Mr. HIXON:

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

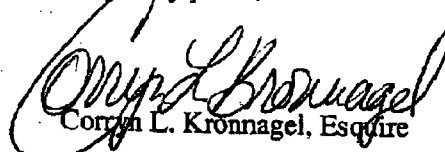
As you should be aware, judgment was entered against you in the above matter. Plaintiff (the creditor to whom you owe the money), now has the legal right to discover your assets and liquidate the same to enforce payment of this judgment. You have a legal duty to respond to these discovery proceedings by answering the enclosed interrogatories and producing the documents listed.

If you fail to respond to these discovery proceedings, plaintiff has the legal right to request that the court impose sanctions, such as additional court costs, fines, and/or attorney's fees. You could ultimately be held in contempt of court if you do not respond to these discovery requests.

An alternative to this process is to contact our office at the above number upon receipt of this letter to set up a satisfactory payment plan.

We look forward to hearing from you. Thank you for your anticipated cooperation.

Very truly yours,


Corryn L. Kronnagel, Esquire

You are hereby notified to plead to the enclosed interrogatories within 30 days from service hereof

Clair M. Stewart, Esquire
Stephen Girard Building
21 S. 12th Street, #100
Philadelphia, PA 19107
(Phone) 215-564-5150
(Fax) 215-405-8055
clairstewart@cstewartlaw.com
www.cstewartlaw.com

Member of Pennsylvania
and New Jersey Bar

September 11, 2012

VIA FAX ONLY @ 215-428-0740

Corryn L. Kronnagel, Esquire
Law Firm of Allan C. Smith, P.C.
The Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, PA 19007

Re: CACV of Colorado, LLC v. Paul Hixon
Judgment Amount: \$11,121.48
Judgment Date: July 20, 2009
Court Term & Number: 2007 – 01711-CD

Dear Ms. Kronnagel:

Please be advised that I have been retained by Paul Hixon concerning the above-referenced matter. This letter is in response to your letter dated July 26, 2012 regarding Postjudgment Interrogatories.

Your letter states that a judgment in the amount of \$11,121.48 was entered against my client on July 20, 2009. My client was never aware of this judgment or even that a complaint was filed against him concerning this case. It appears that the complaint may have been attempted to be served upon him at the address stated on your letter: 1652 Treasure Lake, Du Bois, PA 15801. My client does not currently reside at that address, has not resided at that address in over nine (9) years and did not reside at that address at the time the complaint was filed and served to him at that address. Therefore, service of the complaint upon my client was incomplete.

As a result of insufficient and incomplete service, this letter is a request for you to immediately vacate the judgment entered against him and notify the credit bureaus accordingly. In addition, the statute of limitations has run for you or your client to

attempt to collect this debt. To that end, please contact the undersigned to send assurances that you and your client will cease all collection actions against my client concerning this matter.

Finally, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692 et seq., you are hereby directed to cease all further communication with my client pursuant to 15 U.S.C. Section 1692c(c), and direct any future contacts regarding this or other account of my client to the undersigned.

Please contact me upon receipt of this letter to discuss how we may bring this matter to a close. Your anticipated promptness is appreciated.

Very Truly Yours,
Clair M. Stewart

Clair M. Stewart

cc: Paul Hixon

Defendant's Exhibit "E"

Page 1 of 1

People Search Results(1)

Print

Personal Information	Confidence	Address History	Phone	Date Report
PAUL J HIXON Aliases: PAUL HIXON, PAUL J HIXON Gender: M Birth Date: 01/1977 SSN: 190-58-XXXX	<input type="text"/>	1652 TREASURE LK DU BOIS, PA 15801 <small>Single Family Dwelling</small>	814-371-2076	07/2003 - 10/2007
	<input type="text"/>	223 E RODGERS ST RIDLEY PARK, PA 19078 <small>Single Family Dwelling</small>	484-494-8229	05/2006
	<input type="text"/>	205 IRVIN HALL UNIVERSITY PARK, PA 16802 <small>Single Family Dwelling</small>		10/2005
	<input type="text"/>	PO BOX 196 PENFIELD, PA 15849 <small>Single Family Dwelling</small>		04/2005
	<input type="text"/>	1 TANNERY DR PENFIELD, PA 15849 <small>Single Family Dwelling</small>		03/1995
	<input type="text"/>	204 IRVIN HALL UNIVERSITY PARK, PA 16802 <small>Single Family Dwelling</small>		Not Available
	<input type="text"/>	116 PORTER HALL UNIVERSITY PARK, PA 16802 <small>Single Family Dwelling</small>		Not Available
	<input type="text"/>	616 PORTER HALL UNIVERSITY PARK, PA 16802 <small>Single Family Dwelling</small>		Not Available

Fetch - National Property

2	Owner	Location	Property	Sale
	KATHRYN HIXON	FIPS Code: 42033	Parcel Number: 1280C0200400077002194901 Legal Description: L 77 SECTION 4	

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

KATHRYN HIXON FIPS Code: 42033 Parcel Number: 1280C0200400078002176088
Legal Description: H & L 78 SECTION 4

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

CACV OF COLORADO, LLC,

Plaintiff

vs.

PAUL J HIXON,

Defendant

:
:
:
:
:
:
:
:
:
:
:

Term:

No.: 2007-01711-CD

ORDER

AND NOW, this _____ day of _____, 2013, upon
consideration of Defendant Paul Hixon's Motion to Open Default Judgment and any
response thereto:

IT IS HEREBY ORDERED that the Default Judgment entered against Defendant
Paul Hixon in the amount of \$11,121.48, is hereby stricken and Defendant shall be
permitted to file an answer or preliminary objections to Plaintiff's Complaint within
twenty (20) days of the date of this Order.

J.

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

CACV of COLORADO, LLC
Plaintiff

vs.

PAUL J. HIXON
Defendant

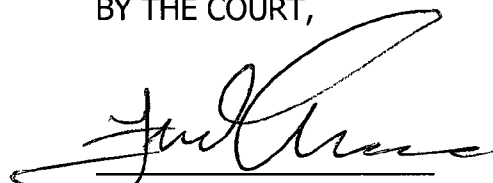
ORDER

*
* 2007-1711-CD
*
*
* **FILED**
*
* APR 18 2013
* 8/3:05 PM
* William A. Shaw
* Prothonotary/Clerk of Courts
* 2 cert. to App

NOW, this 17th day of April, 2013, upon review and consideration of the Motion to Open Default Judgment filed April 15, 2013 on behalf of the Defendant by Clair M. Stewart, Esquire; it is the ORDER of this Court that argument on said Motion be and is hereby scheduled for the **22nd day of May, 2013 at 2:00 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

It is the further ORDER of this Court that counsel for the parties will participate in this argument via telephone, with Attorney Stewart initiating the conference with opposing counsel and contacting the Court at 814/765-2641, ext 2106.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

DATE: _____
You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
☒ Plaintiff(s) _____
☐ Defendant(s) _____
☐ Plaintiff(s) Attorney _____
☐ Defendant(s) Attorney _____
☐ Other _____
Special Instructions: _____

FILED
APR 18 2013
William A. Shaw
Prothonotary/Clerk of Courts

ATTORNEY FOR DEFENDANT

FILED

APR 26 2013

Y, 0/10-506w
William A. Shaw
Prothonotary/Clerk of Courts

$$2 \text{ C}_6\text{H}_6 + \text{O}_2 \rightarrow \text{A} + \text{B}$$

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

CIVIL ACTION - LAW

CACV OF COLORADO, LLC,

Plaintiff

VS.

PAUL J HIXON,

Defendant

[illegible]

Term:

No.: 2007-01711-CD

CERTIFICATE OF SERVICE OF COURT ORDER

I, Clair M. Stewart, Esquire, attorney for Defendant Paul Hixon hereby certify that on the date set forth below, a true and correct copy of the **Court Order dated April 17, 2013 for Argument on Defendant's Motion to Open Default Judgment** was served via email, facsimile and regular mail upon the below listed parties:

Corryn L. Kronnagel, Esquire
Law Firm of Allan C. Smith, P.C.
The Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, PA 19007
Attorney for Plaintiff

Dated: April 24, 2013

Clair Stewart
Clair M. Stewart, Esquire
Attorney for Defendant, Paul Hixon

Law Firm of Allan C. Smith, P.C.
Attorney I.D. 204756
Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, PA 19007
1-888-275-6399 // (215) 428-0666
Attorney for Plaintiff

5 FILED
MAY 15 2013
m/12:30/c
William A. Shaw
Prothonotary/Clerk of Courts
2 cent to Att

CACV OF COLORADO, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
)	
vs.	)	No: 2007-01711-CD
)	
PAUL J. HIXON)	
)	
Defendant(s).)	

**PLAINTIFF'S ANSWER TO DEFENDANT'S
PETITION TO OPEN THE DEFAULT JUDGMENT**

Plaintiff, CACH, LLC, by way of Answer to Defendant's Petition to Open the Default Judgment, states:

Case law has imposed three requirements for opening a judgment by default:

A petition to open a judgment is addressed to the equitable powers of the court and is a matter of judicial discretion. The court will *only* exercise this discretion when (1) the petition has been promptly filed; (2) a meritorious defense can be shown; and (3) the failure to appear can be excused. [emphasis added]
Schultz v. Erie Insurance Exchange, 477 A.2d 417 (Pa. 1984)

Taking those three requirements in this case as follows:

(1) Default judgment in this matter was granted on **July 20, 2009**. Nearly four years have passed since the date of the judgment. Pa.R.C.P. 237.3 gives a 10-day window to file a response as being timely. Therefore, Defendant's Motion to Open the Default Judgment was not promptly filed.

Although Defendant's attorney states in the Motion to Open the Default Judgment that Defendant did not receive the Complaint (See #4 of Defendant's Motion to Open the Default Judgment), the Sheriff's Return of Service, dated December 15, 2008, states that the Complaint was posted at the address of 1652 TREASURE LAKE, DU BOIS, PA 15801 (See Sheriff's Return of Service attached hereto as Exhibit "A"); the Complaint was also sent to the Defendant, as per the Court Order on the Motion for Alternative Service, via regular and certified mail.

Defendant's attorney states that Plaintiff did not make a "good faith" effort to discover the correct address for Defendant (See #12 of Defendant's Motion to Open the Default Judgment); however, Judge Paul E. Cherry granted Plaintiff's Motion for Alternative Service on August 4, 2008 based on these Exhibits. Plaintiff attached to the Motion for Alternative service, both a Boxholder Request Form, filled out by the Post Office that showed that Defendant resided at the address listed and a printout from Accurant that stated that Mr. Paul Hixon lives at 1652 TREASURE LAKE, DU BOIS, PA 15801. (See Plaintiff's Motion for Alternative Service attached hereto as Exhibit "B")

Finally, Defendant's attorney states that "despite continued efforts requesting Plaintiff's counsel to vacate the judgment for reasons stated, the default judgment was not vacated." However, Plaintiff's counsel has not heard from Defendant's attorney since the first contact on September 18, 2012, over seven months ago.

(2) Defendant has not provided a meritorious defense to the claims stated in Plaintiff's Complaint in the Motion to Open the Default Judgment. Plaintiff's Complaint attaches the July, 2004 chargeoff statement showing the principal balance of \$6,799.50, a Certificate of Purchase signed by an authorized agent of the Plaintiff stating that the account was purchased by CACV of COLORADO, LLC from the original creditor (MBNA America Bank, N.A.) on or about June 15, 2004, which serves as the assignment of the debt to the Plaintiff.

These documents put Defendant on notice of the claims against him and show that Plaintiff is now the legal holder of the debt.

(3) The third factor to be considered before opening a default judgment is whether the moving party can reasonably excuse or justify his or her failure to appear.

The Sheriff's Return of Service states that the Complaint was posted to 1652 Treasure Lake, Du Bois, PA 15801 on December 15, 2008, over four years ago. A ten-day letter was sent to 1652 Treasure Lake, Du Bois, PA 15801 on March 26, 2009, also over four years ago. (A copy of the ten-day letter is attached hereto as Exhibit "C"). A judgment was taken on July 20, 2009, nearly four years ago. Finally, a Writ of Execution was executed at 1652 Treasure Lake, Du Bois, PA 15801 on or about June 7, 2010. (A copy of the Writ of Execution is attached hereto as Exhibit "D").

Defendant states that "first discovered that a judgment was entered against him in August 2012 when his parents forwarded to him a letter... from Plaintiff's counsel..." However, that was the fourth communication sent to that address in a four year time span. If, as Defendant claims, he did not live there and only received this communication from his parents, logic dictates that they first told him at the first communication (the Complaint), back in 2009. However, it took Defendant four years to retain counsel and contact Plaintiff.

The Court should deny the Petition to Open the Judgment because the defendant has not met the requirements of opening a judgment as stated in Pa.R.C.P. 237.3.

WHEREFORE, Plaintiff requests that the Court deny the Petition to Open the Default Judgment and allow the judgment to remain in place.

Date:

May 9 2013

By:


Corryn L. Kronnagel, Esquire
Attorney for Plaintiff

Law Firm of Allan C. Smith, P.C.
Attorney I.D. 204756
Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, PA 19007
1-888-275-6399 // (215) 428-0666
Attorney for Plaintiff

CACV OF COLORADO, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2007-01711-CD
vs.)	
)	
PAUL J. HIXON)	
)	
Defendant(s).)	

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S ANSWER TO
DEFENDANT'S PETITION TO OPEN THE DEFAULT JUDGMENT**

CACH, LLC, Plaintiff in the above-captioned case hereby moves the Court to deny Plaintiff's Motion to Open Default Judgment, and in support of such response would show the Court as follows:

I. History of the Case

On or about **December 15, 2008**, Plaintiff served its Complaint on Defendant via posting and regular and certified mail as per the Order on the Motion for Alternative Service dated **August 4, 2008**. Said Complaint stated language that the Defendant had twenty days to respond to the Complaint or a judgment may be entered against him.

A ten-day notice was sent to Defendant on March 26, 2009 stating that the Defendant had ten days to respond to the Complaint or "a judgment may be entered against you without a

hearing and you may lose your property or other important rights.” No answer being received, a judgment was filed against the Defendant on **July 20, 2009**.

Defendant filed his Motion to Open the Default Judgment on or about April 12, 2013, nearly four years after the judgment was taken. Defendant’s Motion should be denied because it has not met the requirements for opening a Judgment prescribed by Pa.R.C.P. 237.3.

II. How the Question is Raised

Pursuant to Pa.R.C.P. 237.3, Defendant has a ten-day window of time after judgment is taken to file a Motion to Open a Default Judgment, showing a meritorious defense and a reasonable explanation for not answering the Complaint in the time prescribed. Judgment in this matter was granted nearly four years ago, on July 20, 2009. Further, Defendant has not provided a meritorious defense to the claims in the Complaint and has not given a justifiable explanation as to why an Answer to the Complaint was not timely filed.

III. Question Involved

When Defendant files a Motion to Open a Default Judgment on a judgment almost four years old, without giving a meritorious defense and reasonable explanation for not filing an answer in the time prescribed by the rules, should the court grant the request?

Suggested answer: No.

IV. Legal Argument

Pa.R.C.P. 237.3 outlines what a Defendant must do to open a Default Judgment. Case law goes further by stating three requirements: “(1) the petition has been promptly filed; (2) a meritorious defense can be shown; and (3) the failure to appear can be excused.” **Schultz v. Erie Insurance Exchange**, 477 A.2d 417 (Pa. 1984). Defendant has not met any of these requirements: default judgment in this matter was granted on **July 20, 2009**. Nearly four years have now passed since the date of the judgment. Pa.R.C.P. 237.3 gives a 10-day window to file

a response as being timely. Therefore, Defendant's Motion to Open the Default Judgment was not promptly filed.

Defendant has not provided a meritorious defense to the claims stated in Plaintiff's Complaint in the Motion to Open the Default Judgment. Plaintiff's Complaint attaches the July, 2004 chargeoff statement showing the principal balance of \$6,799.50, a Certificate of Purchase signed by an authorized agent of the Plaintiff stating that the account was purchased by CACV of COLORADO, LLC from the original creditor (MBNA America Bank, N.A.) on or about June 15, 2004, which serves as the assignment of the debt to the Plaintiff. These documents put Defendant on notice of the claims against him and show that Plaintiff is now the legal holder of the debt.

The third factor to be considered before opening a default judgment is whether the moving party can reasonably excuse or justify his or her failure to appear. The Sheriff's Return of Service states that the Complaint was posted to 1652 Treasure Lake, Du Bois, PA 15801 on December 15, 2008, over four years ago. A ten-day letter was sent to 1652 Treasure Lake, Du Bois, PA 15801 on March 26, 2009, also over four years ago. A judgment was taken on July 20, 2009, nearly four years ago. Finally, a Writ of Execution was executed at 1652 Treasure Lake, Du Bois, PA 15801 on or about June 7, 2010.

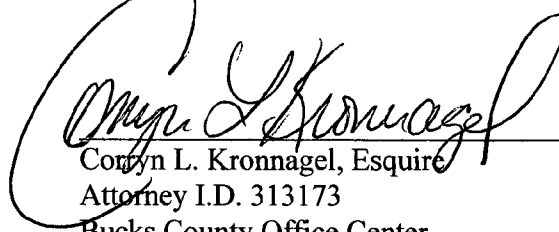
Defendant states that "first discovered that a judgment was entered against him in August 2012 when his parents forwarded to him a letter... from Plaintiff's counsel..." However, that was the fourth communication sent to that address in a four year time span. If, as Defendant claims, he did not live there and only received this communication from his parents, logic dictates that they first told him at the first communication (the Complaint), back in 2009. However, it took Defendant four years to retain counsel and contact Plaintiff.

V. Conclusion

Plaintiff requests the Court deny defendant's Motion because defendant has not met the requirements of opening a judgment as stated in Pa.R.C.P. 237.3.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Court deny Defendant's Motion to Open Default and allow the judgment to remain in place.

Respectfully submitted,

A large, stylized handwritten signature in black ink, which appears to read "Conyn L. Kronnagel". The signature is written over a horizontal line.

Conyn L. Kronnagel, Esquire
Attorney I.D. 313173
Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, PA 19007
1-888-275-6399 // (215) 428-0666
Attorney for Plaintiff

Law Firm of Allan C. Smith, P.C.
Attorney I.D. 204756
Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, PA 19007
1-888-275-6399 // (215) 428-0666
Attorney for Plaintiff

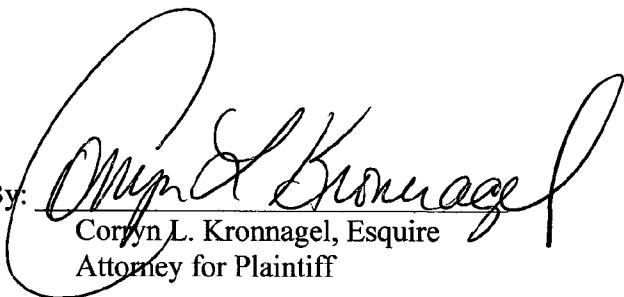
CACV OF COLORADO, LLC	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2007-01711-CD
vs.)	
)	
PAUL J. HIXON)	
)	
Defendant(s).)	

CERTIFICATE OF SERVICE

I, Corryn L. Kronnagel, Esquire, do hereby certify that on this 9th day of May, 2013. I mailed a true and correct copy of the within Answer to Defendant's Petition to the following, First Class Mail:

Clair M. Stewart, Esquire
21 S. 12th Street, #100
Philadelphia, PA 19107

By:


Corryn L. Kronnagel, Esquire
Attorney for Plaintiff

Dated: **May 9, 2013**

Exhibit “A”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1711-CD

CACV OF COLORADO, LLC
VS
PAUL HIXON

SERVICE # 1 OF 1

COMPLAINT, ORDER & MOTION

SERVE BY: 12/31/2008 HEARING: PAGE: 104999

DEFENDANT: PAUL HIXON
ADDRESS: 1652 TREASURE LAKE
DUBOIS, PA 15801
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED ²⁰⁷⁶ 371-~~2076~~
ATTEMPTS 12-10-08 8TH on 1 caption Jack

SHERIFF'S RETURN

NOW, _____ AT _____ AM/PM **SERVED** THE WITHIN

COMPLAINT, ORDER & MOTION ON PAUL HIXON, DEFENDANT

BY HANDING TO _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW 12-15-08 AT 3:15 AM/PM **POSTED** THE WITHIN

COMPLAINT, ORDER & MOTION FOR PAUL HIXON

AT (ADDRESS) 1652 TREASURE LAKE DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO PAUL HIXON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]
Deputy Signature

Monica Conner BT
Print Deputy Name

Exhibit “B”

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

ORDER

AND NOW, on this 4th day of August, 2008, it is hereby
Ordered that the Plaintiff's Petition for Substitute Service of Process, pursuant to Pa.R.C.P.
430(a), is Granted, permitting service of the Complaint upon Defendants, PAUL HIXON, by
posting a copy on the door of the premises at 1652 TREASURE LAKE, DU BOIS, PA 15801,
and also by mailing copies to the Defendant by certified mail, return receipt requested and by
first class mail, postage pre-paid with Proof of Mailing, at the same said address.

BY THE COURT:

/s/ Paul E. Cherry

J.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 05 2008

Attest.

[Signature]
Prothonotary/
Clerk of Courts

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

I hereby certify this to be a true
and correct copy of the original
document filed in this court

AUG 04 2008

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

MOTION TO ALLOW SUBSTITUTE SERVICE
PURSUANT TO Pa. R.C.P. 430(a)

Plaintiff, by her attorney, HARRISON ROSS BYCK, ESQUIRE, hereby requests this Honorable Court issue a special order allowing substituted service of process for the Defendant pursuant to Pa.R.C.P. 430(a) and, in support thereof, avers as follows:

1. A Civil Action sounding in Breach of Contract and/or for an Account Stated for the Defendant's failure to pay her credit card was filed on OCTOBER 22, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked Exhibit "A".
2. The Sheriff has attempted service on numerous occasions since that date without success and after the last attempt provided the following: "NOW FEBRUARY 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL HIXON, DEFENDANT. DEFENDANT NEVER LIVED @ 1652 TREASURE LAKE, DUBOIS." A true and correct copy of the Sheriff's documented attempts is attached hereto, made part hereof, and marked Exhibit "B".
3. As a result of the Sheriff's notes, pursuant to a good faith investigation, and the information listed below, Plaintiff believes and therefore avers that the Defendant does reside at , and that they are actively attempting to avoid service by refusing to open the door.

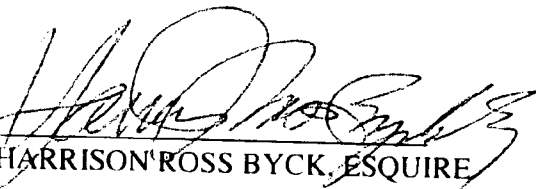
4. The Post Office verified that the address is current; i.e., mail for the Defendants, is currently delivered to them at the address identified. A true and correct copy of the post office verification is attached hereto, made part hereof, and marked, Exhibit "C".

5. Further, Accurant an asset investigation tool was used to verify that the Defendant currently owns the property at 1652 TREASURE LAKE, DU BOIS, PA 15801. See Property Deed search, attached hereto, made part hereof, and marked Exhibit "D".

6. Pursuant to all of the foregoing, the Plaintiff believes and therefore avers that service of the Complaint via posting upon the residence at 1652 TREASURE LAKE, DU BOIS, PA 15801, would be an effective method to ensure that the Defendants actually receive notice of the within action.

7. Plaintiff also seeks leave to simultaneously serve process via Certified Mail, return receipt requested, and by Regular Mail verified by Proof of Mailing.

WHEREFORE, the Plaintiff respectfully requests an Order permitting substituted service pursuant to Pa.R.C.P. 430(a).

BY 
HARRISON ROSS BYCK, ESQUIRE

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

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA.

NO. 07-1711-CD

CIVIL ACTION

MEMORANDUM OF LAW

Rule 430 of the Pennsylvania Rules of Civil Procedure provides authority for alternative methods of service of process when service cannot be made under the applicable rules.

The notes to Rule 430 suggests that a good faith investigation to locate the defendant should occur before the filing of a petition for alternative service. The Plaintiff herein has, in fact, made a good faith effort to locate the defendant and verify her address.

Specifically, Rule 430 suggests inquiries of postal authorities. As averred, the Plaintiff did send a recent request to the Post Office which confirmed that the address utilized and identified upon the Complaint is, in fact, the Defendants' current address.

Rule 430 also requires additional forms of corroboration. As a result, Accurint, an asset investigation tool was used to verify that the Defendant currently owns the property at 1652 TREASURE LAKE, DU BOIS, PA 15801.

Finally, it should be emphasized that this is not merely a case where there is simply no sign of the Defendants at the indicated location. To the contrary, the deputy Sheriff who

attempted to serve the Complaint specifically noted that there per there were multiple attempts made during normal business hours.

Pursuant to all of the foregoing, the Plaintiff respectfully requests that this Honorable Court grant the within motion for alternative service of the Complaint, by posting and by mailing via Certified, return receipt requested, and Regular, using Proof of Mailing.

Respectfully submitted by:

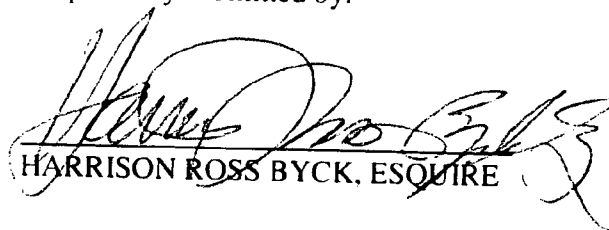

HARRISON ROSS BYCK, ESQUIRE

EXHIBIT A

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

CACV OF COLORADO, LLC
370 17th STREET
SUITE 5000
DENVER, CO 80202

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

No.: 07-1711-CD

Defendant(s).

COMPLAINT

To: PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 22 2007

NOTICE

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served. By entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and the court without further notice may enter a judgement against you for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

AVISO

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

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA 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, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) PAUL HIXON, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 370 17th Street, Suite 5000, Denver, Colorado 80202.
2. Defendant, PAUL HIXON, is an individuals residing at 1652 TREASURE LAKE; DU BOIS, PA 15801.
3. Defendant, PAUL HIXON, is indebted to MBNA AMERICA BANK, N.A. on an account stated by and between them in the amount of \$6,799.50 which balance was due and unpaid as of May 29, 2004 for credit card account number 5329 0059 9995 0795. <Exhibit A>
4. On or about June 15, 2004, MbnA America Bank, N.A. sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>
5. Defendant (s) PAUL. J. HIXON last tendered a payment on this account on or about October 10, 2003 for \$136.00.
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$-0-. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of \$4.65 per day from the default date (24.98% annual percentage rate x \$6,799.50/ 365 days) or \$4.65 x 600 days = \$2,792.08, 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 \$ 1,359.90. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$10,951.48 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$10,951.48 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$10,951.48 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: October 8, 2007

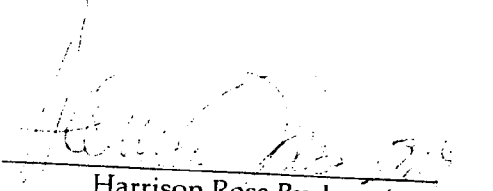

Harrison Ross Byck

EXHIBIT A

Penn State Alumni Association

CARDHOLDER SINCE 1998

Make check
payable to:

MBNA AMERICA
P.O. BOX 15288
WILMINGTON, DE 19886-5288

12

PAUL J HIXON
PO BOX 15026
WILMINGTON

DE 19850-019696

OP

ACCOUNT NUMBER	
5329 0050 8010 4310	
PAYMENT DUE DATE	NEW BALANCE TOTAL
07/13/04	\$.00
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$.00	

ACCOUNT NUMBER		CREDIT LINE	CASH OR CREDIT AVAILABLE	DAYS IN CYCLE	CLOSING DATE	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
5329 0050 8010 4310				32	06/14/04	\$.00	07/13/04
POSTING DATE	TRANS DATE	REFERENCE NUMBER	CARD CAT TYPE	TRANSACTIONS		CHARGES	CREDITS (CR)
0531			MC	JUNE 2004 STATEMENT			
PAYMENTS AND CREDITS CHARGE-OFF ADJUSTMENT TOTAL FOR BILLING CYCLE FROM 5/14/2004 THROUGH 6/14/2004						\$.00	6,799.50 CR \$6,799.50 CR

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Previous Balance	Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	TOTAL MINIMUM PAYMENT DUE
\$6,799.50	\$6,799.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Past Due Amount \$0.00 Current Payment \$0.00 Total Min Payment Due \$0.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.000000% DLY	00.00%	
B. ATM, BANK	.000000% DLY	00.00%	
C. PURCHASES	.000000% DLY	00.00%	
D. OTHER BALANCES	.000000% DLY	00.00%	

FOR THIS BILLING PERIOD
ANNUAL PERCENTAGE RATE ...

SEE ABOVE

\$0.00

THIS DOCUMENT IS A COPY OF YOUR STATEMENT. IT IS FOR YOUR RECORDS ONLY. THIS COPY IS NOT AN EXACT DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

PAGE 1 OF 1

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call 1-800-626-2358
- To speak to one of our Customer Satisfaction representatives, call 1-800-421-2110
- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-348-3178
- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to: MBNA AMERICA P.O. BOX 15026 WILMINGTON, DE 19850-5026

EXHIBIT B

CERTIFICATE OF PURCHASE

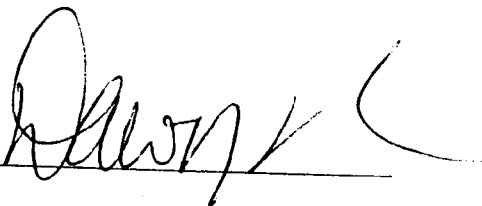
I, Dawn Rannells, hereby depose and state that:

1. I am an Authorized Agent of CACV OF COLORADO, 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:

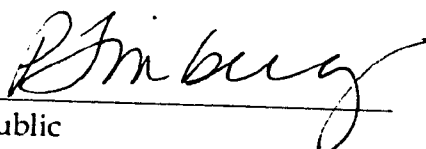
Customer Name:	PAUL J HIXON
Original Creditor:	Mbna America Bank, N.A.
Account Number:	5329005999950795

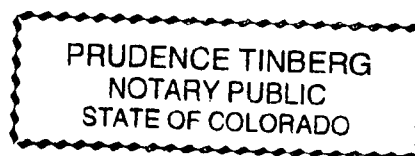
3. On or about June 15, 2004 this account was issued by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable
c o n s i d e r a t i o n .

Date: MAR 02 2007

By: 

Sworn and subscribed to before me this 2 day of Mar 2007.


Notary Public



My Commission Expires: _____

My Commission Expires 05/03/2010

VERIFICATION

I, Dawn Rainette, 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 PAUL J HIXON owes the balance of \$6,799.50 to CACV OF COLORADO, 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 02 2007

Authorized Representative

EXHIBIT C

Credit Card Agreement**Additional Terms and Conditions****Selected Sections**

- Privacy Notice
- Accuracy of Information
- Credit Reporting Agencies
- How to Use Your Account
- Payments on Your Account
- We May Amend This Agreement
- What Law Applies
- Arbitration and Dispute Resolution

NEXT80

Your Contract With Us

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading *Words Used Often in This Agreement*.

Privacy Notice

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

Our Security Procedures: MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

Information We Collect: MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA and with other companies outside of MBNA.

Information We Share Within MBNA: We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

Information We Share With Others: From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

Important Information About Your Choice: We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

Words Used Often in This Agreement

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled *We May Market and Record Telephone Calls and Arbitration and Litigation* and when used in each of the sections relating to payment of this account.

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(Your Promise to Pay and How We Allocate Your Payments, for example: "We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means a check we provide to you to make a Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

Sign Your Card

You should sign your card before you use it.

We May Monitor and Record Telephone Calls

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record some of your telephone conversations with our representatives or the representatives of any of those companies.

Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA Credit Reporting Agencies, P.O. Box 17034, Wilmington, DE 19884-7034. Please include your name, address, home phone number and account number and explain what you believe is inaccurate or incomplete.

How to Use Your Account

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for:

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transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

How You May Stop Payment on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

You May Not Postdate an Access Check

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

Payments on Your Account

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

How We Allocate Your Payments

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

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before any other existing balances

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

Default

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 9 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

When We May Require Immediate Payment

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we rely your account for collection to an attorney who is not our salaried employee.

Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor upon presentment or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to

Payment Holidays

We may allow you, from time to time, to omit a month's payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

If you make a transaction in a foreign currency, the trans will be converted by Visa International or MasterCard International, depending on which card you use, into a dollar amount in accordance with the operating regular conversion procedures in effect at the time that the trans is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Billing Cycle

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

Account Fees and Charges

Access Fees: The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

Abandoned-Property Charges: Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

Benefits

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Refusal to Honor Your Account

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

We May Suspend or Close Your Account

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

You May Close Your Account

You may close your account by notifying us in writing or telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

Transactions After Your Account Is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

Your Credit Limit

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

What We May Do if You Attempt to Exceed Your Credit Limit

The total outstanding balance on your account plus authorized at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may (1) permit the transaction without raising your credit limit, (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due, or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

You Must Notify Us When You Change Your Address

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change in your address. When you change your address, you must notify us promptly of your new address.

What Law Applies

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

The Provisions of This Agreement Are Severable

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

Our Rights Continue

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

Arbitration and Litigation

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them, in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration

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Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.nafdispute.com, or P.O. Box 5019, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

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NO.873 0013

CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

CONSUMER PROTECTION DISCLOSURES

CREDIT INSURANCE IS: NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.

PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.

Credit Insurance pays your minimum monthly payment* up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work** if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NY, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

Eligibility: One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss. (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

Coverages & Benefits: Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

Exclusions: Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

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This is only a brief description of coverage, and coverage varies by state. Please refer to your certificate for a full explanation of coverage.

Costs per \$100 per Month of Average Daily Salary:
Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.09c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c; IL 8.6c; D 16.9c; U 54c; F 20c; IL 80.97c; IN 96c; IA 97.8c; LA 99.93c; ME 93.09c; MD 79.74c; MA 13.7c; MI 83.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 97.8c; NV 99.87c; NH 95c; NJ 97c; NM 38.9c; NY 52.5c; IL 8.8c; D 26.8c; U 16.9c; NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c; IL 4.8c; D 12.9c; U 16c; UT 90.44c; VT 34.92c; IL 6.68c; D 12.24c; F 16c; VA 84c; IL 6.1c; D 8.9c; U 49c; F 20c; WA 89.39c; WV 99.5c; WI 93.6c; IL 3.7c; D 8.9c; U 59c; F 20c; WY 99.7c.

Availability: Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

Underwriting Companies/Policy: Involuntary Unemployment: American Security/LOI(5/83), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(3/83) and LOIC-IP: Standard Guaranty/SG LOI (3/83) (NH only). Life & Disability: Union Security Life/L-1-2, L-5-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY; Standard Guaranty Life (TX only)/L-1-Z(8/92)(3,53RA), First Fortis Life (NY Life only/NYLA0013) American Security (NY Disability only/W-5-A, Fortis Insurance (ME only/U-X-A, Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(1/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/97) in ME, FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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.

*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/20th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

**The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

NY, NJ & TX Residents Only: To purchase coverage separately, write to Assurant Group, P.O. Box 50399, Atlanta, GA 30302. Applications will be sent to you.

EXHIBIT B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103336**

CACV OF COLORADO, LLC

Case # 07-1711-CD

vs.

PAUL HIXON

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 08, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PAUL HIXON, DEFENDANT. DEFENDANT NEVER LIVED @ 1652 TREASURE LAKE, DUBOIS.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	4413	10.00
SHERIFF HAWKINS	HARRISON	4413	32.43

Sworn to Before me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT C

Change of Address or Boxholder Request Format - Process Servers

STATION MANAGER

Date January 21, 2008

DU BOIS, PA 15801

City, State ZIP Code

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if boxholder) for the following:

Name: PAUL J. HIXON

Address: 1652 TREASURE LK; DU BOIS, PA 15801

Note: The name and last known address are required for change of address information. The name, if known, and post office boxholder or change of address information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

1. Capacity of requester (e.g. process server, attorney, party representing self): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se- except a corporation acting pro se must cite statute): _____

3. The names of all known parties to the litigation: CACV, LLC VS. HIXON
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS
5. The docket or other identifying number if one has been issued: 07-1711-CD
6. The capacity in which this individual is to be served: DEFENDANT

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001)

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

Signature

229 Plaza Blvd. - Suite 112

Address

Harrison Ross Byck, Esq. P.C.

Morrisville, PA 19067

Printed Name

City, State, ZIP Code

POST OFFICE USE ONLY

PLEASE PROVIDE STREET ADDRESS IF A PO BOX

☒

No change of address order on file

NEW ADDRESS OR BOXHOLDER'S NAME

☐ Moved, left no forwarding address

AND STREET ADDRESS

☐ No such address.

☐ Good as Addressed

POSTMARK

POST

EXHIBIT D

People Search Results(1)

Print

Personal Information	Confidence	Address History	Phone	Date Report
PAUL J HIXON Aliases: PAUL HIXON, PAUL J HIXON Gender: M Birth Date: 01/1977 SSN: 190-58-XXXX	<input type="text"/>	1652 TREASURE LK DU BOIS, PA 15801 Single Family Dwelling	814-371-2076	07/2003 - 10/2007
	<input type="text"/>	223 E RODGERS ST RIDLEY PARK, PA 19078 Single Family Dwelling	484-494-8229	05/2006
	<input type="text"/>	205 IRVIN HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		10/2005
	<input type="text"/>	PO BOX 196 PENFIELD, PA 15849 Single Family Dwelling		04/2005
	<input type="text"/>	1 TANNERY DR PENFIELD, PA 15849 Single Family Dwelling		03/1995
	<input type="text"/>	204 IRVIN HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		Not Available
	<input type="text"/>	116 PORTER HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		Not Available
	<input type="text"/>	616 PORTER HALL UNIVERSITY PARK, PA 16802 Single Family Dwelling		Not Available

Print

Fetch - National Property

2	Owner	Location	Property	Sale
---	-------	----------	----------	------

KATHRYN HIXON

FIPS Code: 42033

Parcel Number: 1280C0200400077002194901
Legal Description: L 77 SECTION 4

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

KATHRYN HIXON

FIPS Code: 42033

Parcel Number: 1280C0200400078002176088
Legal Description: H & L 78 SECTION 4

Mailing Address:
1652 TREASURE LK
DU BOIS, PA 15801-9044

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

CACV OF COLORADO, LLC

vs.

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNA.
:
:
:
:
:
:

NO. 07-1711-CD

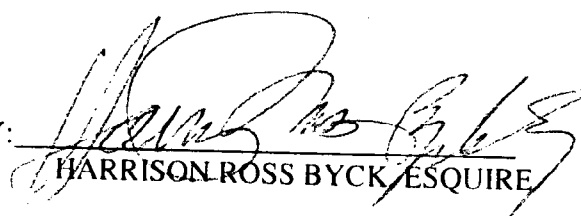
CIVIL ACTION

CERTIFICATE OF SERVICE

AND NOW, the undersigned hereby Certifies that a true and correct copy of the foregoing Petition has been served via first-class, prepaid mail upon the following:

PAUL HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

BY:


HARRISON ROSS BYCK, ESQUIRE

COUNTY OF CLEARFIELD:

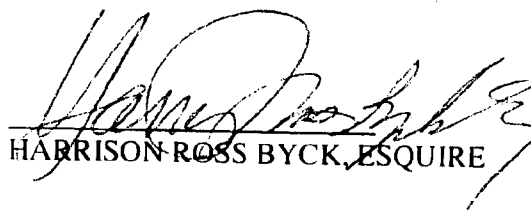
SS.

COMMONWEALTH OF PENNSYLVANIA:

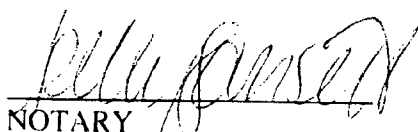
AFFIDAVIT

I, HARRISON ROSS BYCK, ESQ., of age, having been duly sworn, do hereby depose and state as follows:

1. I performed a good faith investigation to determine the whereabouts of the Defendant.
2. All of my efforts, and the reason why service could not be made, are contained in the attached Petition for Alternative Service.
3. All of the facts set forth therein are true and correct to best of my knowledge, information, and belief.


HARRISON ROSS BYCK, ESQUIRE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 24th DAY
OF June, 2008.


NOTARY

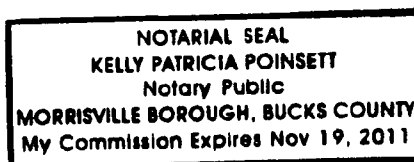


Exhibit “C”

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

Attorney for the Plaintiff

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
)	
vs.	)	No.: 2007 - 01711 - CD
)	
PAUL J HIXON	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
)	

TO:

PAUL J HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
PENNSYLVANIA LAWYER REFERRAL SERVICE
(800) 692-7375

Dated: March 26, 2009

Exhibit “D”

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

Commonwealth of Pennsylvania

County of **CLEARFIELD**

Docket No.: 2007 - 01711 - CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter, directed to the sheriff of Clearfield County:

(1) against **PAUL J. HIXON** defendant[s]

(2) against garnishee[s]

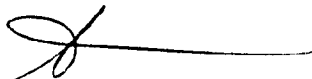
REAL DEBT \$11,121.48
INTEREST \$
From 07/20/2009

COST PAID:
Prothonotary \$ 132.00

SHERIFF \$

STATUTORY \$

COSTS DUE \$


Allan C. Smith, Esq.
Attorney for Plaintiff[s]

FILED
1245
JUN 07 2010

William A. Shaw
Prothonotary/Clerk of Courts

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

Commonwealth of Pennsylvania

County of **CLEARFIELD**

Docket No.: **2007 - 01711 - CD**

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against:
PAUL J. HIXON, defendant[s],

(1) You are directed to levy upon the property of the defendant[s] and to sell defendant[s] interest therein, any and all personal property belonging to defendant located at: **1652 TREASURE LAKE, DU BOIS, PA 15801**.

(2) You are also directed to attach the property of the defendant[s] not levied upon in the possession of [name of garnishee], garnishee[s], [specifically describe property] [All sums due defendant[s] from garnishee[s]. All property of defendant[s] possessed by garnishee[s]. All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account no[s].] and to notify the garnishee[s] that:

(a) an attachment has been issued;

(b) the garnishee[s] is [are] enjoined from paying any debt to or for the account of the defendant[s] and from delivering any property of the defendant[s] or otherwise disposing thereof.

(3) If property of the defendant[s] not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee[s], you are directed to notify [him] [her] [them] that [he] [she] [they] has [have] been added as garnishee[s] and are enjoined as above stated.

REAL DEBT \$11,121.48

INTEREST \$
From 07/20/2009

Prothonotary

COST PAID:

PROTHONOTARY \$ 132.00

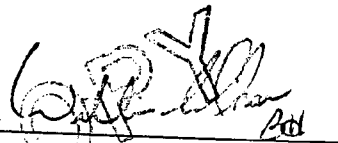
SHERIFF \$

STATUTORY \$

COSTS DUE \$

BY

DATE


6/17/10

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

: Commonwealth of Pennsylvania

:
: County of **CLEARFIELD**

:
: Docket No.: 2007 - 01711 - CD

WRIT OF EXECUTION-NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

This and any future communication from our debt collection firm are attempts to collect a debt, and information obtained will be used for that purpose.

**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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

Commonwealth of Pennsylvania

County of CLEARFIELD

Docket No.: 2007 - 01711 - CD

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession that has been levied upon:
 - (a) I desire that my \$300.00 statutory exemption be:
[] set aside in kind (specify property to be set aside in kind): _____
[] paid in cash following the sale of the property levied upon or
 - (b) I claim the following exemption (specify property and basis of exemption): _____
- (2) From my property that is in the possession of a third party, I claim the following exemptions:
 - (a) My \$300.00 statutory exemption: [] in cash; [] in kind (specify property): _____
 - (b) Social security benefits on deposit in the amount of \$ _____
 - (c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

telephone no. _____

address _____

I verify that the statements made in this claim for exemptions are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF [county name] COUNTY:

1 NORTH 2ND STREET
SUITE 116
CLEARFIELD, PA 16830
Telephone: (814)-765-2641

WRIT OF EXECUTION

Special instructions for levy at business premises:
SEIZE ALL CONTENTS OF EACH CASH REGISTER

**Law Office of Harrison Ross Byck, Esq., P.C.
229 PLAZA BOULEVARD - SUITE 112
MORRISVILLE, PA 19067
Telephone: (215)428-0666
Fax: (215)428-0740**

ORDER FOR SERVICE

DATE: May 4, 2010

PROTHY NO.: 2007 - 01711 - CD

CASE TYPE: WRIT OF EXECUTION

TO: SHERIFF OF CLEARFIELD COUNTY

FROM: HARRISON ROSS BYCK, ESQ. P.C.
229 Plaza Boulevard. Suite 112
Morrisville, PA 19067

CACV OF COLORADO, LLC.

Plaintiff,

vs

PAUL J. HIXON

Defendant

SERVE AT: *(Must include specific instructions, also must have Apt. Number & Bldg. Number)*

STREET ADDRESS: **1652 TREASURE LAKE**

CITY, STATE & ZIP: **DU BOIS, PA 15801**

TOWNSHIP: _____

SPECIAL INSTRUCTIONS: *(Use other side if necessary)*

SERVICE WAS NOT MADE BECAUSE:

CACV OF COLORADO, LLC

Plaintiff,

vs.

PAUL J. HIXON

Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 2007-01711-CD

ORDER

AND NOW, this _____ day of _____, 2013, upon consideration of the Response of Plaintiff to Defendant's Petition to Open the Default Judgment it is hereby ORDERED and DECREED that Defendant's Petition is DENIED and the Judgment against Paul J. Hixon shall remain in place.

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CACV OF COLORADO, LLC
Plaintiff

vs.

PAUL J. HIXON
Defendant

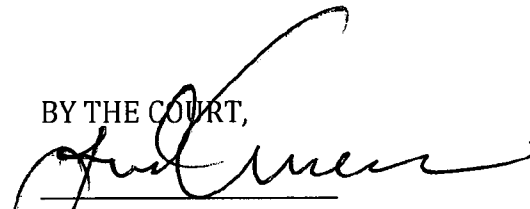
* NO. 2007-1711-CD
*
*
*
*
*

ORDER

NOW, this 20th day of May, 2013, upon receipt and review of the faxed letter (attached) from Corryn L. Kronnagel, Esquire, requesting that argument scheduled for May 22, 2013 on the Motion to Open Default Judgment be rescheduled; it is the ORDER of this Court that said request be and is hereby GRANTED. Argument on said Motion will be **re-scheduled** to the **24th day of June, 2013 at 10:30 a.m.**

It is the further ORDER of this Court that counsel for the parties will participate in this argument via telephone, with Attorney Stewart initiating the conference call with opposing counsel and contacting the Court at 814/765-2641, ext 2106.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01/20/2013
MAY 22 2013

William A. Shaw
Prothonotary/Clerk of Courts

ICC A.H.s.
Kronnagel
Stewart

OK

Law Firm of Allan C. Smith, P.C.

The Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, Pennsylvania 19007
Toll Free: (888) 275-6399 Fax: (215) 428-0740

Allan C. Smith, Esq.
Admitted: DC, NY, and PA
Of Counsel:
Corryn L. Kronnagel, Esq.
Admitted: PA
Ashley N. Valvada, Esq.
Admitted: NJ and PA

May 17, 2013

VIA: FACSIMILE 814-765-7649

The Honorable Fredric J. Ammerman
Court of Common Pleas of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**Re: CACV of Colorado, LLC v. Paul Hixon
Clearfield County, CCP, No. 2007-1711**

Dear Judge Ammerman:

This matter is scheduled for a phone conference on May 22, 2013 at 2:00p.m. I just received notice that I am attached to trial in Berks County that day. Therefore, I am requesting a continuance. I have discussed the matter with opposing counsel and she does not oppose the continuance request. Our available dates are: June 7, 17, 24 and July 8, 9 and 12.

Thank you for your time and attention.

Sincerely,


Corryn L. Kronnagel, Esquire

cc: Clair Stewart, Esquire (via facsimile: 215-568-0912)

6/24
10:30
1/2 hr

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CACV OF COLORADO, LLC,
Plaintiff

vs.

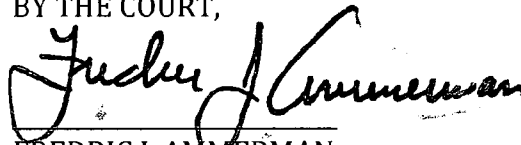
PAUL HIXON
Defendant

* NO. 2007-1711-CD
*
*
*
*
*

ORDER

NOW, this 27th day of June, 2013, following argument on the Defendant's Motion to Open Default Judgment; it is the ORDER of this Court that said Motion be and is hereby DISMISSED.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01 1:42pm

JUN 27 2013

S

William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:

Smith

Stewart

5
FILED 2/5

JUN 26 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

M/1054/1315

2a. Atty. Smith

Law Firm of Allan C. Smith, P.C.
Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, Pennsylvania 19007
888. 275.6399 // 215.428.0666
Attorney for Plaintiff

CACV OF COLORADO, LLC.

Plaintiff,

vs.

PAUL J HIXON

Defendants.

:
: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY,
: PENNSYLVANIA

:
: DOCKET NO.: 2007 - 01711 - CD

:
: STIPULATION IN LIEU
: OF JUDGMENT

The matter and things in controversy having been discussed by and between the parties, and a resolution having been agreed upon:

It is hereby STIPULATED:

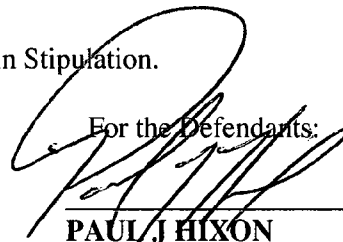
1. Defendants(s) **PAUL J HIXON** agree to pay the sum of **\$2,500.00**, which sum Plaintiff agrees to accept in full resolution of its claim herein, inclusive of interest, counsel fees and costs.
2. The sum shall be paid by Defendants to the attorney for the Plaintiff in the following manner:
 - a. One (1) payment of **\$250.00** due no later than **June 20, 2014**;
 - b. Eight (8) monthly payments of **\$250.00** due no later than the **20th day** of each subsequent month beginning **July 20, 2014** and continuing through **February 20, 2015**.
 - c. One (1) final payment of **\$250.00** due no later than **March 20, 2015**.
3. In the event of default, Plaintiff shall be entitled to obtain a judgment in the sum of **\$11,136.48** upon *ex parte* application, giving Defendants credit for any sums actually paid pursuant the terms of this Stipulation. Plaintiff's attorney will first contact Defendants' Attorney by writing to allow the defendant reasonable time to cure and default.

We hereby consent to the form and entry of the within Stipulation.

For the Plaintiff:


ALLAN C. SMITH, ESQ.

For the Defendants:


PAUL J HIXON

Dated: June 02, 2014



* Q 2 9 7 3 - - S T I P - 1 - *

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21189
NO: 07-1711-CD

PLAINTIFF: CACH, LLC
vs.
DEFENDANT: PAUL J. HIXON
Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/7/2010

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/23/2018

FILED
0 NS
JAN 23 2018 11:12a
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
NO CC

DETAILS

@ SERVED PAUL J. HIXON
DEPUTIES ATTEMPTED SEVERAL TIMES TO FIND PAUL J. HIXON, THEY WERE NOT ABLE TO FIND HIM THEY RAN SEVERAL CARS AT RESIDENCE ONE CAME BACK TO KATHY HIXON AND ONE CAME BACK TO A GEROGE & KATHERINE HIXON.

7/16/2010 @ SERVED
AFTER SEVERAL ATTEMPTS THE DEPUTIES WERE UNABLE TO FIND ANYTHING OF VALUE TO LEVY.

@ SERVED
NOW, AUGUST 17, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO ABANDON THE SHERIFF'S LEVY AND SALE, THE DEFENDANT ENTERED INTO A PAYMENT AGREEMENT.

@ SERVED
NOW, JANUARY 23, 2018 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21189
NO: 07-1711-CD

PLAINTIFF: CACH, LLC
VS.
DEFENDANT: PAUL J. HIXON

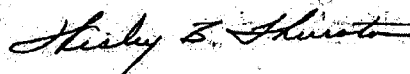
Execution REAL ESTATE

SHERIFF RETURN

Sheriff Thurston \$95.44

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Wesley B Thurston
Sheriff

By Cynthia Butler - Original Card

Law Office of Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
P:215.428.0666/F:215.428.0740

CACH, LLC
4340 S. MONACO - 2ND FLOOR
DENVER, CO 80237

Plaintiff

v.

PAUL J. HIXON
1652 TREASURE LAKE
DU BOIS, PA 15801

Defendant

Commonwealth of Pennsylvania

County of **CLEARFIELD**

Docket No.: 2007 - 01711 - CD

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against:
PAUL J. HIXON, defendant[s],

(1) You are directed to levy upon the property of the defendant[s] and to sell defendant[s] interest therein, any and all personal property belonging to defendant located at: **1652 TREASURE LAKE, DU BOIS, PA 15801**.

(2) You are also directed to attach the property of the defendant[s] not levied upon in the possession of [name of garnishee], garnishee[s], [specifically describe property] [All sums due defendant[s] from garnishee[s]. All property of defendant[s] possessed by garnishee[s]. All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account no[s].] and to notify the garnishee[s] that:

(a) an attachment has been issued;

(b) the garnishee[s] is [are] enjoined from paying any debt to or for the account of the defendant[s] and from delivering any property of the defendant[s] or otherwise disposing thereof.

(3) If property of the defendant[s] not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee[s], you are directed to notify [him] [her] [them] that [he] [she] [they] has [have] been added as garnishee[s] and are enjoined as above stated.

REAL DEBT \$11,121.48

INTEREST \$
From 07/20/2009

COST PAID:

PROTHONOTARY \$ 132.00

SHERIFF \$

STATUTORY \$

COSTS DUE \$

Prothonotary

BY Will. L. Hargis

DATE 6/17/10

Received this writ this 7th day
of June A.D. 2010
At 3:00 A.M. (P.M.)

Charles A. Hembels
Sheriff by Cynthia B. Breen - Cephelaud

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME PAUL J. HIXON

NO. 07-1711-CD

NOW, January 23, 2018, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Paul J. Hixon to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00
MILEAGE LEVY	19.00
MILEAGE POSTING	
COMMISSION	0.00
POSTAGE	0.44
HANDBILLS DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	38.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$95.44

DEBT-AMOUNT DUE	11,121.48
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	132.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$11,500.92

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	95.44
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$227.44
TOTAL COSTS	\$11,500.92

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

WESLEY B. THURSTON, Sheriff



THE LAW OFFICE OF HARRISON ROSS BYCK, ESQ., PC.

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OF COUNSEL:
Allan C. Smith
Member: PA & NY Bar

Len Sanguedolce, Esq.
Member: PA Bar

August 17, 2010

VIA FAX: 814.765.5915

Clearfield County Sheriff's Office
Attn: Cindy
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: ABANDONMENT OF LEVY

Defendant: CACV vs. PAUL HIXON
County Filed: CLEARFIELD COUNTY
Docket No.:

To Whom It May Concern:

I am requesting that you please abandon the Sheriff's Levy and Sale scheduled in the above matter. The defendant has entered into a payment plan agreement with this office which he has been honoring.

Thank you for your prompt attention to this matter.

Very truly yours,


HARRISON ROSS BYCK, ESQ.

KB
cc: file