



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACV of Colorado, LLC

(Plaintiff)

4340 S. MONACO STREET- 2ND FLOOR

(Street Address)

DENVER, CO 80237

(City, State ZIP)

CIVIL ACTION

No. 2007-1969-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

FILED

DEC 03 2007

M/1:50/W

William A. Shaw  
Prothonotary/Clerk of Courts

1 COPY TO SUFF

2 COPY TO ATT

VS.

MARLENE MOORE

(Defendant)

3625 GOSHORN ROAD

(Street Address)

CLEARFIELD, PA 16830

(City, State ZIP)

Filed on Behalf of:

(Plaintiff/Defendant)

HARRISON ROSS BYCK, ESQ.

(Filed by)

229 PLAZA BLVD - SUITE 112  
MORRISVILLE, PA 19067

(Address)

215.428.0666

(Phone)

(Signature)

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

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CACV OF COLORADO, LLC  
4340 S. Monaco Street- 2<sup>ND</sup> FLOOR  
DENVER, CO 80237

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff, :

Vs. :

No.:

MARLENE MOORE  
3625 GOSHEN ROAD  
CLEARFIELD, PA 16830

Defendant(s). :

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### COMPLAINT

To: MARLENE MOORE  
3625 GOSHEN ROAD  
CLEARFIELD, PA 16830

### NOTICE

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

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

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

### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes. Usted tiene veinte (20) días de plazo a 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.

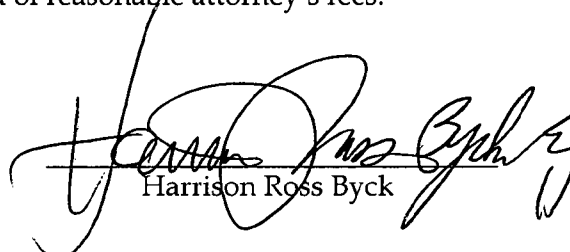
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACV OF COLORADO, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) MARLENE MOORE, avers the following:

1. Plaintiff, CACV OF COLORADO, LLC, is a Colorado limited liability company doing business at 4340 S. Monaco Street; Denver, Colorado 80237.
2. Defendant, MARLENE MOORE, is an individuals residing at 3625 GOSHEN ROAD; CLEARFIELD, PA 16830.
3. Defendant, MARLENE MOORE, is indebted to FLEET BANK on an account stated by and between them in the amount of \$4,364.78 which balance was due and unpaid as of April 8, 2004 for credit card account number 5447 1800 0303 2323. <Exhibit A>
4. On or about May 13, 2004, Fleet Bank sold the debt for good and valuable consideration to plaintiff, CACV OF COLORADO, LLC. <Exhibit B>
5. Defendant (s) MARLENE MOORE last tendered a payment on this account on or about February 9, 2005 for \$50.00.
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 \$2.99 per day from the default date (24.99% annual percentage rate x \$4,364.78/ 365 days) or \$2.99 x 600 days = \$1,793.03, which is accrued interest through the date of filing, plus an award of late fees of \$-0-, plus court costs \$185.00 and reasonable attorneys fees of \$600.00. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$6,942.81 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$6,942.81 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$6,942.81 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: November 19, 2007

  
Harrison Ross Byck

# EXHIBIT A



Account Number 1800 0303 2323

|                 |        |
|-----------------|--------|
| New Balance     | \$0.00 |
| Minimum Payment | \$0.00 |
| Due Date        |        |

Amount Enclosed

MAY 5, 2004

For account information call:  
Customer Service 1-800-492-2500  
or loghontp@mycard.fleet.com

\*For change of address please use form on back.  
\*Make check payable to Fleet Credit Card Services.

FLEET CREDIT CARD SERVICE  
P.O. BOX 15368  
WILMINGTON DE 19886-5368

MARLENE M MOORE  
RR 2 BOX 122A  
CLEARFIELD PA 16830-9306

212323

198865368682!

168309306220!

5447180003032323 0000000 0000000

Detach at perforation and return form above with payment.

ACCOUNT SUMMARY FOR  
MARLENE M MOORE



Account Number 1800 0303 2323

## PAYMENT INFORMATION

|                             |         |   |            |
|-----------------------------|---------|---|------------|
| Amount Past Due             | \$0.00  | Previous Balance                            | \$4,414.78 |
| Minimum Payment This Period | \$82.00 | Payments & Credits                          | 1,452.43   |
| Amount Over Credit Limit    | \$0.00  | Purchases/ Balance Transfers/ Cash Advances | 0.00       |
| TOTAL MINIMUM PAYMENT DUE   | \$0.00  | Debit Adjustments                           | 0.00       |
| DUE DATE                    |         | Finance Charges/Fees                        | 0.00       |
|                             |         | MAY 15, 2004                                | \$0.00     |

Total Credit Limit \$850.00 Cash Advance Limit \$850.00 Billing Cycle Closes 04/01/04  
Available Credit \$0.00 Cash Advance Available: Days in Billing Cycle:

## A RECORD OF YOUR CHARGES AND CREDITS

| Transaction Date | Posting Date | Reference Number | Transaction Description              | Credits  | Charges |
|------------------|--------------|------------------|--------------------------------------|----------|---------|
| 04/08/04         | 04/08/04     | F888000FK0099    | CHARGE OFF ACCOUNT-PRINCIPALS        | 1,452.43 |         |
| 04/08/04         | 04/08/04     | F888000FK0099    | CHARGE OFF ACCOUNT *FINANCE CHARGES* | 2,962.35 |         |

For information on your account or to reach Customer Service, call 1-800-492-2500 or visit our website at <http://mycard.fleet.com>.  
PO BOX 15480 WILMINGTON DE 19886-5368

| Transaction Date | Posting Date | Reference Number | Transaction Description              | Credits  | Charges |
|------------------|--------------|------------------|--------------------------------------|----------|---------|
| 04/08/04         | 04/08/04     | F888000FK0099    | CHARGE OFF ACCOUNT-PRINCIPALS        | 1,452.43 |         |
| 04/08/04         | 04/08/04     | F888000FK0099    | CHARGE OFF ACCOUNT *FINANCE CHARGES* | 2,962.35 |         |

ANNUAL PERCENTAGE RATE for purchases and balance transfers (includes any finance charge fees):  
ANNUAL PERCENTAGE RATE for cash advances (includes any finance charge fees):  
If you have a variable rate account, your periodic rates may vary.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Account Number 1800 0303 2323

|                 |            |
|-----------------|------------|
| New Balance     | \$4,414.78 |
| Minimum Payment | \$3,432.78 |
| Due Date        |            |

Amount Enclosed

MAY 4, 2004

For account information call:  
Customer Service 1-800-492-2500  
or logon to mycard.fleet.com

•For change of address please use form on back.  
•Make check payable to Fleet Credit Card Services.

FLEET CREDIT CARD SERVICE  
P.O. BOX 15368  
WILMINGTON DE 19886-5368

MARLENE M MOORE  
RR 2 BOX 122A  
CLEARFIELD PA 16830-9306

104417

!198865368682!

!168309306220!

5447180003032323 0441478 0343278

Detach at perforation and return form above with payment.

ACCOUNT SUMMARY FOR  
MARLENE M MOORE



Account Number 1800 0303 2323

## PAYMENT INFORMATION

|                             |            |   |            |
|-----------------------------|------------|---|------------|
| Amount Past Due             | \$608.00   | Previous Balance                              | \$4,312.06 |
| Minimum Payment This Period | \$110.00   | Payments & Credits                            | 50.00      |
| Amount Over Credit Limit    | \$2,714.78 | Purchases/Balance Transfers/<br>Cash Advances | 0.00       |
| TOTAL MINIMUM PAYMENT DUE   | \$3,432.78 | Debit Adjustments                             | 64.00      |
| DUE DATE                    |            | Finance Charges/Fees                          | 88.72      |
|                             |            | NEW BALANCE                                   | \$4,414.78 |

Total Credit Limit \$0.00 Cash Advance Limit \$850.00 Billing Cycle Closes 04/01/04  
Available Credit \$0.00 Cash Advance Available \$0.00 Days In Billing Cycle:

## Sharing of Information Within the Bank of America Family of Companies

The Fleet and Bank of America organizations have merged, and Fleet is now part of the Bank of America family of companies. These companies include Bank of America, N.A.; Fleet National Bank; Columbia Management Group; Fleet Credit Card Services; Quick and Reilly, Inc.; BACAP Distributors, LLC; Banc of America Capital Management, LLC; HomeFocus Services, LLC; and other members of the Bank of America family of companies. Fleet may share information about you with the Bank of America family of companies consistent with your privacy preferences.

## A RECORD OF YOUR CHARGES AND CREDITS

| Transaction Date | Posting Date | Reference Number | Transaction Description        | Credits  | Charges |
|------------------|--------------|------------------|--------------------------------|----------|---------|
| 03/18/03         | 03/18/03     | 8544718EY2SZ8    | PAYMENT THANK YOU WILMINGTON   | DE 50.00 |         |
| 04/07/04         | 04/07/04     |                  | OVERLIMIT FEE                  |          | 29.00   |
| 04/05/04         | 04/05/04     |                  | LATE FEE                       |          | 35.00   |
| 04/07/04         | 04/07/04     | *FINANCE CHARGE  | PURCHASES \$88.72 CASH ADVANCE | \$0.00   | 88.72   |

For information on your account or to reach Customer Service:  
1-800-492-2500  
<http://mycard.fleet.com>  
PO BOX 15480 WILMINGTON DE 19886-5368

|               | Average Daily Balance | Nominal Annual Percentage Rate | Finance Charge |
|---------------|-----------------------|--------------------------------|----------------|
| PURCHASES     | \$4,312.06            | 24.99%                         | \$88.72        |
| CASH ADVANCES | \$0.00                | 24.99%                         | \$0.00         |

ANNUAL PERCENTAGE RATE for purchases and balance transfers (includes any finance charge fees):  
ANNUAL PERCENTAGE RATE for cash advances (includes any finance charge fees):  
If you have a variable rate account, your periodic rates may vary.

## INFORMATION FOR YOU

PLEASE CALL US IMMEDIATELY AT 1-800-544-2028  
YOUR ACCOUNT IS PAST DUE YOU MAY NOW MAKE  
PAYMENTS ONLINE @WWW.MYCARD.FLEET.COM  
YOUR ACCOUNT IS CURRENTLY CLOSED

SEE REVERSE SIDE FOR IMPORTANT INFORMATION



## **EXHIBIT B**

**CERTIFICATE OF PURCHASE**

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

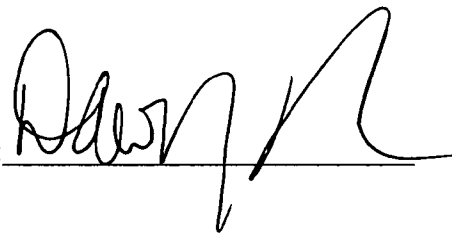
1. I am an Authorized Agent of CACV OF COLORADO, LLC, a Colorado Limited Liability Company.
2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

|                    |                  |
|--------------------|------------------|
| Customer Name:     | MARLENE M MOORE  |
| Original Creditor: | Fleet Bank       |
| Account Number:    | 5447180003032323 |

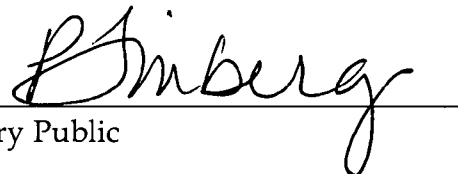
3. On or about May 13, 2004 this account was issued by the original creditor. CACV OF COLORADO, LLC is the current owner of the account and purchased the account for good and valuable  
c o n s i d e r a t i o n .

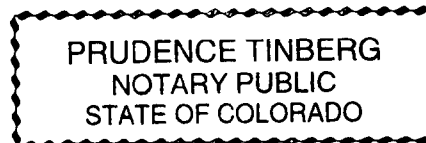
**MAR 08 2007**

Date: \_\_\_\_\_

By: 

Sworn and subscribed to before me this 8 day of Mar 2007.

  
Notary Public



My Commission Expires 05/03/2010

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

## EXHIBIT C

least 10 days prior to the change.

30. Unauthorized Use - Notice to Us Through you may not be liable for the unauthorized use of your Card, you will immediately notify us of the loss, theft or possible unauthorized use as soon as it is known to you in order to limit any potential loss. You will telephone us at 1 (800) 492-2500 to report any such occurrence.

31. Credit Reporting, Information Exchange You authorize us and/or others acting on our behalf to obtain reports from credit bureaus in connection with your Account, including for extensions of credit, reviews and collection of amounts owed on your Account. Notice: If you believe that information we reported to a credit bureau about your Account is inaccurate, please notify us in writing at: Customer Service, P.O. Box 15595, Wilmington, DE 19850-5595. You agree that we may share information about you and your Account with VISA U.S.A., Inc. and its service providers for the purpose of providing the Emergency Cash and Emergency Card Replacement Services in the event you choose to use such service(s). You also understand that our Privacy Policy, as may be amended from time to time, applies to you and your Account.

32. Miscellaneous We can waive or delay enforcing our rights under this Agreement without losing them. We reserve the right to limit your balance transfer usage. If any provision of this Agreement is unenforceable, this will not make any other provision unenforceable.

#### YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

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

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

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at:

Fleet Bank (RI), National Association  
P.O. Box 15480  
Wilmington, DE 19850-5480

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any

amount while we are investigating, but you are still obligated to pay parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are certain limitations on this right, including:

- (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address and
- (b) The purchase price must have been more than \$50.

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



## Cardholder Agreement

1. Parties. In this Agreement, "you" or "your" means Cardholder. "we," "us" or "our" means Fleet Bank (RI), National Association, located in Rhode Island. "Card" means MasterCard or VISA card(s). "Account" means MasterCard or VISA account.

2. Agreement to Terms. In accordance with your request, we have opened an Account for you. Your signature on the application, your retention of the Card, and/or your use of the Account in any way means you agree to the terms of this Agreement and the provisions on the Card itself. This Agreement governs your Account and use of the Card we have issued to you. You must sign the back of the Card before you use it. We will pay member merchants for goods and services you obtain by use of the Card and make other loans to you on terms explained later in this Agreement. You authorize us to charge your Account for all such amounts, and for any other amounts advanced to third parties on your behalf. This includes, without limitation, any amounts we advance on your behalf as a result of use of any Card-related services offered by MasterCard International or VISA U.S.A., Inc. You agree that you will not use or allow use of your Card or Account for any illegal transaction or purpose.

3. Applicable Law - This Agreement and your Account are governed by Rhode Island law, subject to applicable provisions of Federal law.

4. Arbitration Provision. This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between you and us arising from or relating to this Agreement, any prior agreement that you may have had with us or with another credit card issuer from whom we acquired your credit card account ("Prior Agreement") or the relationships resulting from the Agreement or any Prior Agreement, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any Prior Agreement. "Claim" or "Claims" includes claims of every kind and nature, between you and us, including but not limited to initial claims, counterclaims, cross-claims, and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between you and us that arises from or relates to (a) the Account, or any balances on the Account, (b) the goods, advances or services (including any credit or other insurance, debt cancellation or extended service contracts, if any) charged to the Account, (c) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing, (d) your application for the Account, (e) any fee or non-fee based products related to or offered in connection with the Account (including any rebates, rewards, sweepstakes, memberships and coupons), (f) our receipt, use or disclosure of any information about you, and (g) the origination or servicing of the Account and the collection of amounts owed by you to us.

This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before we opened your

of the notifying party's intent to initiate or to compel arbitration, including a written notice sent after the commencement of a lawsuit or a notice contained in court filings in any such lawsuit, any Claim shall be resolved by arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association ("AAA"), JAMS or the National Arbitration Forum ("NAF") in effect at the time the Claim is filed with such arbitration administrator. Information about these companies and how to get their rules and fees is set forth at the end of this Arbitration Provision. You must select one of these organizations to serve as the arbitration administrator (the "Administrator") if you initiate an arbitration against us. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you 20 days to select one of these organizations to serve as the Administrator. If a court issues an order compelling arbitration of a Claim in response to a motion to compel arbitration which you or we have filed in court (and such order survives all appeals) or if you and we consent to arbitrate a Claim in response to a written demand to arbitrate sent by the other party or a motion to compel arbitration filed by the other party in court, you will have 20 days from the date of such order or consent to select one of the organizations to serve as the Administrator. If you fail to select an Administrator within the 20-day period, we will select one. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the Administrator, you will have 20 days to select a different Administrator from the above list; if you fail to select a different Administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

We agree that we will not elect to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any; however, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR BY THIS ARBITRATION PROVISION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ADMINISTRATOR MAY BE HIGHER THAN THE FEES CHARGED BY A COURT.

FURTHER, IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, YOU MAY NOT PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY SUCH CLAIM OR ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION.

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, Claims brought by or against one Cardholder (or joint Cardholders) may not be joined or consolidated in the arbitration with Claims brought by or against any other Cardholder. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. If you cannot afford to pay the

be prohibitively expensive or excessive, we will entertain in good faith any reasonable written request by you for us to pay or reimburse you for all or part of such fees. In any event, if applicable law requires us to pay or reimburse you for any such fees, such law will control. In no event will you be required to reimburse us for any of the fees we have previously paid to the Administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless applicable law and/or this Arbitration Provision and/or the Agreement gives a party the right to recover any of those fees from the other party.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall determine the rules of procedure and evidence to apply, consistent with the arbitration rules of the Administrator and this Arbitration Provision. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal or any state or local rules of procedure and evidence or state or local laws that pertain specifically to arbitration proceedings. In addition to the parties' rights to exchange information pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator, with a copy of the request provided to the other party, to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The other party may submit written objections to the arbitrator, with a copy of the objections provided to the requesting party, within 30 days of the requesting party's notice. The granting or denial of either party's request will be in the sole discretion of the arbitrator, who shall be expected to notify the parties of the arbitrator's decision within 20 days of the objecting party's submission.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000 (or if any party requested relief which, if granted, is reasonably likely to cost the other party more than \$100,000), any party can appeal the award to a three-arbitrator panel administered by the Administrator which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to the applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal, provided that we will consider in good faith any request for us to bear all or any part of such fees if you are the appealing party.

As solely used in this Arbitration Provision, the term "Account" shall for all purposes mean the credit card account created by the Agreement or any Prior Agreement and the terms "we," "us" and "our" shall for all purposes mean Fleet Bank (RI), National Association, and its parents, wholly or majority-owned subsidiaries, affiliates, predecessors (including, but not limited to, any other credit card issuer from whom we acquired your credit card account), successors, assigns, and any of their employees, officers and directors. The terms "you" or "your" shall mean the Cardholder or Cardholders or authorized users of the Account.

This Arbitration Provision shall survive any suspension, termination, revocation or closure of your Account as well as the repayment of all

owed by you to us, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement or any Prior Agreement, on the other hand, this Arbitration Provision shall govern.

#### Contacting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com); Financial Services Arbitration Rules and Procedures: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org); Arbitration Rules for the Resolution of Consumer-Related Disputes (applicable to requests for arbitration filed by a consumer involving a claim under \$10,000) or Commercial Arbitration Rules (for all other claims): National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.adb-icqm.com](http://www.adb-icqm.com), Code of Procedure

5. **Consumer Loans** You agree that all credit extended under your Account shall be used only for personal, family, household and/or charitable purposes and not for any business or commercial purpose.

6. **Monthly Statement** We will send to you a monthly statement at least 14 days before the closing date of your next monthly billing cycle. Purchases, Cash Advances, adjustments and payments made since the last billing cycle closing date will be shown on this statement. You will pay us the full balance owed by the payment due date shown on your monthly statement, or pay in installments. If you pay in installments, you must pay the minimum payment described in Paragraph 9.

7. **Total Credit Limit** This Account is designed to give you a specific Total Credit Limit, which is reflected on the Card carrier accompanying your Card, and also on your monthly statements. You agree that we may change this limit at any time, and we will notify you of any such change that is not temporary. You agree not to permit your unpaid balance to exceed your Total Credit Limit. You understand that if you request an advance or charge against your Account which exceeds this limit, we may charge an overlimit charge as described in Paragraph 17. We may, however, at our option, grant any such advance or charge, and if we do, you agree to pay any amount in excess of your Total Credit Limit immediately without notice or demand from us. You also understand and agree that the Cash Advance Credit Limit reflected on your Card carrier and monthly statements, discussed in Paragraph 13, of this Agreement, is a portion of your Total Credit Limit.

8. **Payments** You promise to pay all amounts due on your Account. If your Account is a joint account, you and your joint account holder each promise to pay and are jointly and individually responsible for all amounts due on the Account. We may also issue additional Cards to other persons you authorize to use your Account if you ask us to do so. However, you and any joint account holder are responsible for all charges made by any person(s) authorized to use your Account. You understand and agree that arrangements made among Cardholders, court orders and other events do not alter or affect your responsibility to make payments to us. You understand that you may pay all or any part of the balance on your Account at any time. You must, however, pay an

Account is excepted from this subparagraph (a).

- (b) Otherwise, a periodic **FINANCE CHARGE** is imposed on Purchases (inclusive of balance transfers), Cash Advances, and Drafts from the later of the transaction date or the first day of the billing cycle during which the transaction posts, until payment in full is received.

We figure your **FINANCE CHARGE** by:

- (a) First determining the Average Daily Balances in your Account. These Average Daily Balances are:

- (1) The Average Daily Balance of Purchases. We figure a **FINANCE CHARGE** for Purchases on the "average daily balance" of Purchases. To get this balance, we take the beginning balance of Purchases on your Account for each day of the billing cycle, add any new Purchases, applicable and unpaid **FINANCE CHARGE** from the prior billing cycle and from application of the Daily Periodic Rate to each day's ending balance, and late, overlimit, returned Draft, returned check, stopped Draft, and credit insurance or debt cancellation charges, and subtract any applicable portions of payments and credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Purchases.

- (2) The Average Daily Balance of Cash Advances and Drafts. We figure a portion of the **FINANCE CHARGE** for Cash Advances and Drafts on the "average daily balance" of Cash Advances and Drafts. To get this balance, we take the beginning balance of Cash Advances and Drafts on your Account for each day of the billing cycle, add any new Cash Advances and Drafts and applicable unpaid **FINANCE CHARGE** from the prior billing cycle and from application of the Daily Periodic Rate to each day's ending balance, and subtract any applicable portions of payments and credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance of Cash Advances and Drafts.

- (b) Multiplying your Average Daily Balances by the applicable Daily Periodic Rate(s).
- (c) Multiplying the products identified in subparagraph (b) above by the number of days in the billing cycle.
- (d) Adding the products identified in subparagraph (c) above to arrive at your periodic **FINANCE CHARGE**.
- (e) Adding any fees referred to in the paragraph titled "Other Fees."

**11. Annual Percentage Rate**

- (a) You agree that for Purchases which post through the last day of your billing cycle that closes in November 2003, the Daily Periodic Rate used in figuring the **FINANCE CHARGE** will be .000000% (0.00% **ANNUAL PERCENTAGE RATE**) (subject to subparagraph (d), below) provided, however, that any balances transferred to your Account are excepted from this subparagraph (a). (In the absence of this introductory rate, your Daily Periodic Rate for Purchases on January 31, 2003 would have been .03011% (10.99% **ANNUAL**

the highest LIBOR as published in *The Wall Street Journal* on any day during the 90-day period including and immediately preceding the third Wednesday of the month preceding the calendar month in which the billing cycle closes will be used to determine the rates for that billing cycle. For example, the highest LIBOR as published in *The Wall Street Journal* on any day during the 90-day period including and immediately preceding the third Wednesday of December will be used to determine the rates for billing cycles closing in January. Under such variable rate plans, the Daily Periodic Rate (and corresponding **ANNUAL PERCENTAGE RATE**) may increase if LIBOR, as determined above, increases and an increase in the Daily Periodic Rate may increase the **FINANCE CHARGE** and the minimum payment due on your Account.

- 12. Minimum Finance Charge** There is a minimum **FINANCE CHARGE** of 50¢ for any billing cycle in which the **FINANCE CHARGE** otherwise due on Purchases would be less than 50¢.

- 13. Cash Advances** The total amount of Cash Advances, (including Drafts, if available, withdrawals from ATM's, originations from the Card itself, and cash-like transactions, including but not limited to wire transfers, money orders, lottery tickets, and casino gaming chips) you can receive at any time is shown on your Card carrier and monthly statements and is designated as your "Cash Advance Credit Limit." You agree not to permit your unpaid Cash Advance balance to exceed this limit. If you currently exceed, or once you reach this limit, you will not be eligible for additional Cash Advances until your unpaid Cash Advance balance is below this limit. At that time, you may access the amount of the difference between your unpaid Cash Advance balance and your Cash Advance Credit Limit. You agree that we may change your Cash Advance Credit Limit at any time, and we will notify you of any such change.

- 14. Use of Drafts** We may issue Drafts for use with your Account and, if any are issued, the amount of each Draft we pay will be charged to your Account as a Cash Advance. Each Draft must be for \$100 or more and in the form we send to you. There is no charge for the cost of supplying you the Drafts, but you agree to pay the fees referred to in Paragraph 15, below. Drafts may be used only by a Cardholder and must be completed and signed in the same way as a regular personal check. You may use the Drafts issued the way you use regular checks; however, you cannot use a Draft or your Account to pay any amount owed under this Agreement or under any affiliated creditor agreement. We will pay each Draft you use except that you will not write a Draft, and we do not have to pay any Draft, under the following circumstances:

- (a) If payment of the Draft would cause your outstanding Cash Advance balance to exceed your Cash Advance Credit Limit.
- (b) If you are in default under this Agreement.
- (c) If your right to use Drafts is cancelled or suspended.
- Draft checks which you use and we pay are not returned to you but are identified on your monthly billing statement. If we do not pay a Draft written against your Account, we will assess and you agree to pay a charge of \$29 for each such returned Draft. We will charge and you agree to pay a fee of \$29 for each Draft on which we stop payment at your request.

- 15. Other Fees** You understand that we have the right to charge and collect the following **FINANCE CHARGE** fees, if applicable:

Cash Advance Fee: For each Cash Advance transaction, including but not limited to each Draft presented to us for payment and each Cash Advance obtained through a financial institution or ATM, we will assess and you agree to pay a Cash Advance fee equal to 4% of the amount of the advance, but not less than \$5.00.

our rights under this Agreement.

- 21. Insurance** If you become insured under a credit insurance plan which we make available, a Certificate of Insurance will be issued to you. You agree that your Account may be charged the applicable monthly premium. The charge will be computed on the New Balance and shown as a Purchase on your statement each month. Should you fail to make a payment on an Account for 2 or more consecutive billing cycles, your insurance may be cancelled. You understand that the purchase of credit insurance is voluntary and is not required for the extension of credit.

- 22. Credit Balances** Any credit balance outstanding on your Account will be applied to any subsequent amounts due. We will refund credit balances of more than \$1.00 which are outstanding on your Account either upon your request or automatically if outstanding for more than 145 days.

- 23. Disputes** You agree to accept monthly statements we mail you as being correct unless you notify us in writing of any alleged errors within the time period prescribed by law. Your rights to dispute billing errors are set forth in this Agreement. Even though an amount is in dispute, you understand that you must pay the required minimum payment that is due less that portion attributable to the disputed amount.

- 24. Failure to Honor Card** We are not responsible if anyone refuses to honor the Card. If there is a problem with merchandise or services obtained with the Card, you may have the right not to pay the remaining amount due on them. An explanation of your rights is stated below. We will have no responsibility for merchandise or services purchased with the Card unless required by law.

- 25. Change in Terms** We have the right to change any of the terms of this Agreement, including but not limited to rates and fees, at any time. You will be given notice of a change as required by applicable law. Any change in terms governs your Account as of the effective date, and will, as permitted by law and at our option, apply both to transactions made on or after such date and to any outstanding Account balance.

- 26. Renewal, Revocation and Termination** Cards are issued with an expiration date. We have the right, without prior notice, to close or suspend your Account, or to decline to renew your Card, for any reason. This includes using your Account in a manner not economically or otherwise acceptable to us. We also reserve the right to close your Account if you move from our service area. Even though your Card is suspended or terminated, you agree that your obligations and our rights under this Agreement will remain in effect until all balances on your Account incurred before or after suspension or termination are paid in full.

- 27. Security** All credit extended to you under this Agreement shall be unsecured.

- 28. Transfer of Rights** We may transfer your Account, all or any part of your Account balance, and/or our rights under this Agreement to another person or entity at any time without prior notice to you. Your rights under this Agreement cannot be transferred by operation of law or otherwise, but obligations shall be binding upon your estate or personal representatives.

- 29. Notices** Notices to us shall be effective when received by us at the address indicated for receipt of payments on any billing statement mailed to you within the preceding 60 days. Notices to you, if mailed, shall be deemed given when mailed to you at the address given on the application or authorization form or to such other address you have

amount not less than the minimum payment due for each month you have an outstanding balance. You must pay us directly and we must receive payment along with your remittance stub on or before the payment due date. In accordance with statement instructions, in order for your Account to be credited by the due date, Payments shall be made in U.S. dollars by a check drawn on or a money order issued by a U.S. institution, naming us as payee. There may be a delay in crediting a payment of up to five days if your payment is not received at the address appearing on your monthly statement or made as we have otherwise instructed on your statement. You must not send cash. Payments will continue to be credited to your Account as indicated in this Agreement, however, if you pay by check, the amount of your payment may not be applied to your available credit line for such period of time as we reasonably determine is necessary to ensure that your check is honored. In accordance with applicable law, we will choose the order in which any payment is applied to your Account. We apply your payment to amounts outstanding on your Account, including but not limited to fees and FINANCE CHARGE, before any Purchases, balance transfers, and/or Cash Advances. In applying your payment to any outstanding balance of Purchases, balance transfers, and/or Cash Advances, we apply your payment to each such balance outstanding at the lowest ANNUAL PERCENTAGE RATE until it is paid in full before allocating any payment to any other such balance outstanding on your Account. The order of applying payments that we choose may increase the amount of FINANCE CHARGE on your Account.

Any transactions made on your Account in a foreign currency will be converted to U.S. dollars before being charged to your Account. In accordance with applicable VISA or MasterCard operating regulations for international transactions. Currently, those regulations provide that the exchange rate will be either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one percent (1%). We do not control the rate, date or place of exchange and the conversion rate used may be a rate in effect on a date later than the transaction date.

9. Minimum Payment Your Minimum Payment, due by the date shown on your monthly statement, will be either \$10 or an amount determined in the manner set forth below, whichever is greater, unless the New Balance shown on your statement is less than \$10, in which case the New Balance is due in full:

- Take the New Balance as shown on your statement;
- Subtract any late and overlimit amounts;
- Multiply this amount by 2 percent (.02); and
- Add back any late and overlimit amounts, rounding down the result to the nearest dollar.

However, if the above Minimum Payment calculation would result in a Minimum Payment that would cause your New Balance to exceed the New Balance reflected on your most recent, prior monthly statement, we may increase the percentage used in subparagraph (c), above, in 1/4 of 1 percent (.0025) increments up to the percentage necessary so that your New Balance will be less than the New Balance reflected on your most recent, prior monthly statement.

10. Finance Charge You agree to pay the FINANCE CHARGE on your Account.

(a) No periodic FINANCE CHARGE is imposed on Purchases which first appear on your current billing statement when the Previous Balance shown on that statement is zero (or a credit balance) or when payments and credits shown equal or exceed the Previous

PERCENTAGE RATE) under the variable rate plan described in subparagraph (b), below.

(b) You agree that for Purchases which post or are outstanding after the last day of your billing cycle that closes in November 2003, and for balance transfers, the Daily Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) used in figuring the FINANCE CHARGE will be variable rates. Such Daily Periodic Rate shall be 1/365th of the higher of either:

- 10.99% ANNUAL PERCENTAGE RATE (which corresponds to a Daily Periodic Rate of .03011%), or
- a 9.150% spread above the highest three months London Interbank Offered Rate ("LIBOR") published in *The Wall Street Journal* as described in the last paragraph of this Paragraph 11 (subject to subparagraph (d), below). The Daily Periodic Rate for balance transfers on January 31, 2003 is .03011% (10.99% ANNUAL PERCENTAGE RATE).

(c) You agree that for Cash Advances, the Daily Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) used in figuring the FINANCE CHARGE will be variable rates. Such Daily Periodic Rate shall be 1/365th of the higher of either:

- 19.80% ANNUAL PERCENTAGE RATE (which corresponds to a Daily Periodic Rate of .05425%), or
- a 17.960% spread above the highest LIBOR published in *The Wall Street Journal* as described in the last paragraph of this Paragraph 11 (subject to subparagraph (d), below). The Daily Periodic Rate for Cash Advances on January 31, 2003 is .05425% (19.80% ANNUAL PERCENTAGE RATE).

(d) Notwithstanding subparagraphs (b), (c) and (d) above, you agree that:

- you fail to make any payment when due,
  - you exceed your credit limit, make a payment on your Account which fails to clear and is returned unsatisfied, otherwise default on this or any other account with us, or
  - your Account is closed, by you or by us,
- we may immediately convert the Daily Periodic Rate(s) (including any introductory, promotional, or other rate) on all existing and future balances on your Account to a variable rate equal to 1/365th of up to the higher of either:

- 23.99% ANNUAL PERCENTAGE RATE (which corresponds to a Daily Periodic Rate of .06573%), or
- a 22.150% spread above the highest LIBOR published in *The Wall Street Journal* as described in the last paragraph of this Paragraph 11.

If the highest rate described in this subparagraph (d) were in effect on January 31, 2003, the Daily Periodic Rate for all balances on your Account would be .06573% (23.99% ANNUAL PERCENTAGE RATE).

If any rates on your Account convert for the reasons described in subparagraph (d)(1) or (d)(2) above, your Account may again become eligible for lower rates after the reason(s) for the rates being converted has remained cured for at least six consecutive months. If any rates on your Account convert for the reason described in subparagraph (d)(3) above, the ANNUAL PERCENTAGE RATE in this subparagraph (d) will apply to your closed Account until all unpaid balances have been repaid in full. We are under no obligation to reopen your Account once it has been closed.

16. Annual Fee No annual membership fee applies to your Account.

17. Late, Overlimit, and Returned Check Charges In addition to our rights under Paragraph 19 below, you understand that we have the right to charge and collect the following, if applicable:

Late Charge: You agree that a late charge of \$35 will be due and payable and added to the balance on your Account if you do not make a payment on your Account equal to or greater than the Minimum Payment on or before the payment due date.

Overlimit Charge: You agree that in addition to paying any excess upon demand or as otherwise provided herein, an overlimit charge will be due and payable and added to the balance on your Account if you exceed your Total Credit Limit at any time during a billing cycle. The amount of the overlimit charge will be based on the New Balance (excluding any amounts in dispute) outstanding in that cycle as of the billing cycle closing date, as follows:

- if the New Balance (excluding any amounts in dispute) is less than \$500, the overlimit charge will be \$15;
- if the New Balance (excluding any amounts in dispute) is equal to or greater than \$500 but less than \$1,000, the overlimit charge will be \$29;
- if the New Balance (excluding any amounts in dispute) is equal to or greater than \$1,000, the overlimit charge will be \$35.

You will be assessed an overlimit charge if you exceed your Total Credit Limit at any time during a billing cycle even if fees, finance charges, or other amounts we authorize on your behalf cause you to exceed your Total Credit Limit.

Returned Check Charges: You agree to pay \$29 for each check or Draft issued by you as a payment on your Account which fails to clear and is returned unsatisfied. We may post this charge to your Account each time a payment check or Draft you issue is dishonored, even if we re-present your check or Draft, and even if such is paid upon the re-presentation.

18. Research Charges If you request copies of monthly statements, Draft checks or other documents related to your Account, we may charge you a research charge in connection with this service. However, we will not assess this charge if your request is based upon a billing error and you follow the procedures discussed in the "Billing Rights" section of this Agreement.

19. Default You will be in default if you fail to make any payment when due, exceed your credit limit under any account, die, file or otherwise become subject to any bankruptcy or insolvency proceedings, or do not comply with any of the terms governing any account with us. If you default, we may, at our option, declare any amounts you owe under any or all accounts to be immediately due and payable. Also, we may revoke the privileges attaching to any or all Card(s), cancel the Card(s) and terminate this Agreement as to future Purchases and Cash Advances. Subject to applicable provisions of law and unless you reside in Wisconsin, you agree to pay the reasonable costs for collecting amounts due including reasonable attorneys' fees and court costs.

If credit extended under this Agreement is used for other than personal, family, household or charitable purposes, all amounts owing shall become immediately due and payable. Also, your Card shall be revoked and this Agreement shall be terminated as provided in this paragraph.

20. Irregular Payments You agree that we may accept partial payments of amounts due or late payments without losing any of our rights under this Agreement. You also agree that we may accept checks and money orders marked "payment in full" or bearing any other restrictive

VERIFICATION

I, Dawn Rannells, hereby depose and state that:

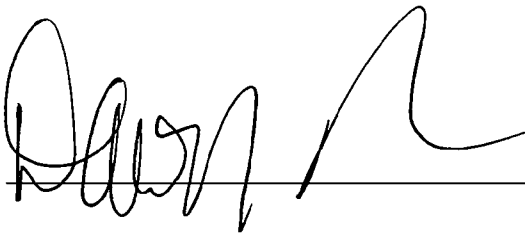
The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

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 MARLENE M MOORE owes the balance of \$4,364.78 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: \_\_\_\_\_

MAR 08 2007

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103493  
NO: 07-~~4936~~-CD 1969  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CACV OF COLORADO, LLC  
vs.  
DEFENDANT: MARLENE MOORE

SHERIFF RETURN

NOW, December 10, 2007 AT 11:22 AM SERVED THE WITHIN COMPLAINT ON MARLENE MOORE DEFENDANT AT 3625 GOSHEN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARLENE MOORE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED

01/31/22/2008  
APR 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts

| PURPOSE         | VENDOR   | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE       | HARRISON | 5242    | 10.00  |
| SHERIFF HAWKINS | HARRISON | 5242    | 20.00  |

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008  
-2007

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard, Suite 112  
Morrisville, PA 19067  
1-888-275-6399  
Attorney for Plaintiff

CACV OF COLORADO, LLC

Plaintiff,

vs.

MARLENE MOORE

Defendant(s).

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-01969-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:

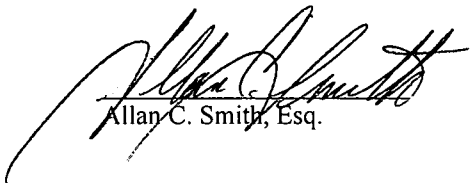
It is hereby STIPULATED:

1. Defendant(s) **MARLENE MOORE** agrees to pay the sum of \$ **4364.78**, 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 Defendant(s) to the attorney for the Plaintiff in the following manner: \$ **200.00** initial payment, due no later than **May 31, 2008**, followed by monthly payments of \$ **50.00** due no later than the **5th day** of each subsequent month. In any case, monthly payments agreed upon by the parties will be continued until the sum of \$ **4364.78** is paid in full.
3. In the event of default, Plaintiff shall be entitled to obtain a judgment in the sum of \$ **6942.81**, inclusive of interest, counsel fees and costs, upon *ex parte* application, but giving Defendant(s) credit for any sums actually paid pursuant the terms of this Stipulation. Plaintiff's attorney will first contact Defendant or Defendant's attorney by writing to allow the defendant reasonable time to cure any default.

We hereby consent to the form and entry of the within Stipulation.

For the Plaintiff:

For the Defendant(s):

  
Allan C. Smith, Esq.

  
MARLENE MOORE

DATED: April 25, 2008

FILED <sup>2cc</sup>  
MAY 30 2008  
m/11:29 AM  
Amy Smith  
(C)

William A. Shaw  
Prothonotary/Clerk of Courts

Harrison Ross Byck, Esq., P.C.  
Bucks County Office Center  
1276 Veterans Highway, Suite E-1  
Bristol, Pennsylvania 19007  
888. 275.6399 // 215.428.0666  
*Attorney for Plaintiff*

**FILED** <sup>3cc</sup> <sup>Atty</sup> <sup>Byck</sup>  
<sup>m/ 11.03.11</sup>  
APR 01 2011 <sup>(611)</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

CACV OF COLORADO, LLC.

*Plaintiff,*

**vs.**

MARLENE M. MOORE

*Defendant.*

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

**DOCKET NO.: 2007-01969-CD**

**STIPULATION IN LIEU  
OF JUDGMENT**

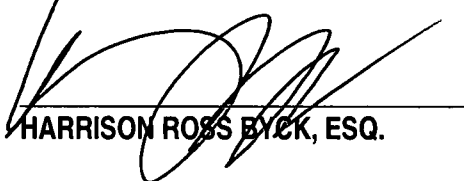
The matter and things in controversy having been discussed by and between the parties, and a resolution having been agreed upon:

It is hereby STIPULATED:

1. Defendant(s) **MARLENE M. MOORE** agrees to pay the sum of **\$ 5,467.81**, 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 Defendant to the attorney for the Plaintiff in the following manner: **\$ 75.00** due no later than **MARCH 31<sup>st</sup> 2011**, followed by MONTHLY payments of **\$ 75.00** due no later than the **last day** of each subsequent month beginning APRIL 2011. In any case, monthly payments agreed upon by the parties will be continued until the sum of **\$ 5,467.81** is paid in full.
3. In the event of default, Plaintiff shall be entitled to obtain a judgment in the sum of **\$ 5,467.81** upon *ex parte* application, giving Defendant credit for any sums actually paid pursuant the terms of this Stipulation. Plaintiff's attorney will first contact Defendant's 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:

  
HARRISON ROSS BYCK, ESQ.

For the Defendant:

  
MARLENE M. MOORE

**Dated:** March 18, 2011

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

Attorney for Plaintiff

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

Plaintiff,

vs.

MARLENE M MOORE  
3625 GOSHEN ROAD  
CLEARFIELD, PA 16830

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No.: 2007-01969-CD

FILED  
M 14:00 PM  
NOV 28 2011

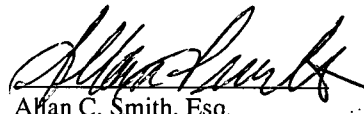
William A. Shaw  
Prothonotary/Clerk of Courts

3cc. Arty Smith  
GK

#### ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

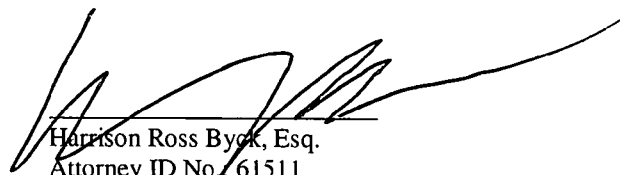
Kindly enter my appearance of behalf of **CACV OF COLORADO, LLC.**, the plaintiff in this action.

  
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 02, 2011

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

CACV OF COLORADO  
Plaintiff

vs.

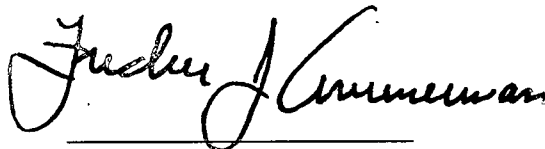
MARLENE MOORE  
Defendant

\* NO. 2007-1969-CD  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 25<sup>th</sup> day of June, 2013, upon the Court's review of the Stipulation in Lieu of Judgment submitted by Allan C. Smith, Esquire and Marlene Moore, the Court considers this case to be settled, dismissed and discontinued. The Prothonotary shall code the case in Full Court as Z-SETTLA.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED NOCC.  
019:30 am  
JUN 27 2013  
William A. Shaw  
Prothonotary Clerk of Courts

Date: APR 21 2016