



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

**CACH, LLC**

(Plaintiff)

4340 S. MONACO STREET- 2ND FLOOR

(Street Address)

**DENVER, CO 80237**

(City, State ZIP)

**CIVIL ACTION**

No. 2008-748-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

VS.

**TRACEY FURROW**

(Defendant)

3067 MORRISDALE ALLPORT HWY-APT 2B

(Street Address)

**MORRISDALE, PA 16857**

(City, State ZIP)

Filed on Behalf of:

(Plaintiff/Defendant)

**FILED** <sup>per \$95.00 Atty</sup>  
m/ 11:00 am <sup>2cc Atty</sup>  
APR 24 2008 <sup>1cc Shff</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

**HARRISON ROSS BYCK, ESQ.**

(Filed by)

229 PLAZA BLVD - SUITE 112

MORRISVILLE, PA 19067

(Address)

**215.428.0666**

(Phone)

(Signature)

Dec 22, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*  
Deputy Prothonotary

March 16, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*  
Deputy Prothonotary

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

---

CACH, LLC

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff, :

Vs. :

No.:

TRACEY FURROW :  
3067 MORRISDALE ALLPORT HWY- APT 2B  
MORRISDALE, PA 16857 :

Defendant(s). :

---

### COMPLAINT

To: TRACEY FURROW  
3067 MORRISDALE ALLPORT HWY- APT 2B  
MORRISDALE, PA 16857

### 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 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.

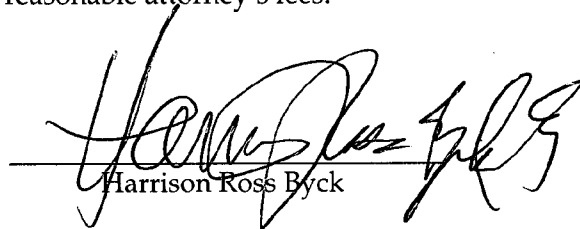
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint  
against defendant(s) TRACEY FURROW, avers the following:

1. Plaintiff, CACH, LLC, is a Colorado limited liability company doing business at 4340 S. Monaco Street; Denver, Colorado 80237.
2. Defendant, TRACEY FURROW, is an individuals residing at 3067 MORRISDALE ALLPORT HWY- APT 2B; MORRISDALE, PA 16857.
3. Defendant, TRACEY FURROW, is indebted to HOUSEHOLD BANK on an account stated by and between them in the amount of \$1,863.80 which balance was due and unpaid as of June 30, 2005 for credit card account number 5489 5551 0246 3710.  
<Exhibit A>
4. On or about December 22, 2005, Household Bank sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) TRACEY FURROW last tendered a payment on this account on or about January 20, 2005 for \$30.00.
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 \$1.38 per day from the default date (26.99% annual percentage rate x \$1,863.80/ 365 days) or \$1.38 x 600 days = \$826.91, 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 \$300.00.  
<Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$3,185.71 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$3,185.71 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$3,185.71 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: MARCH 31, 2008

  
Harrison Ross Byck

## **EXHIBIT A**

TRACEY A FURROW

5489555102463710

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5489-5551-0246-3710	OVERLIMIT AMOUNT	\$1,359.80	PREVIOUS BALANCE	\$1,730.20
CASH CREDIT LIMIT	\$475	MINIMUM PAYMENT*	\$56.00	PAYMENTS/CREDITS	- \$0.00
CASH LIMIT AVAILABLE	\$0	CURRENT PAYMENT DUE*	\$1,415.80	PURCHASES/DEBITS	+ \$29.00
TOTAL CREDIT LIMIT	\$475	PAYMENT DUE DATE	07/11/05	LATE PAYMENT CHARGE*	\$35.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	PAST DUE AMOUNT	\$307.00	MISC. FINANCE CHARGE*	\$0.00
		*See reverse side for an explanation of these amounts.		FINANCE CHARGE	+ \$40.60
STATEMENT DATE	06/16/05			NEW BALANCE	= \$1,834.80

\*Cash Credit Limit is a portion of the Total Credit Limit

TRANSACTION SUMMARY					
TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
04/16/04	16	LATE CHARGE ASSESSMENT	10000005080000999340080	\$35.00	
05/24/05	26	OVERLIMIT CHARGE ASSESSMENT	10000005080000999497380	\$29.00	

MAIL PAYMENTS TO:  
HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

QUESTIONS?  
24-HOUR AUTOMATED ACCOUNT INFORMATION  
ENGLISH 1-803-293-4037  
ESPA OL 1-803-293-4034

MAIL INQUIRIES TO:  
HSBC CARD SERVICES  
PO BOX 80084  
SALINAS CA 93912-0084

Manage your account online at:  
[www.orchardbank.com](http://www.orchardbank.com)  
110201 I 16 0000000508 STMT07 D F  
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:  
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number	5489-5551-0246-3710	
New Balance	\$1,834.80	
Payment Due Date	07/11/05	Current Payment Due \$1,415.80

Make checks payable to HSBC CARD SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.

Amount  
Enclosed

#BWNHYTS  
#335102463718#

TRACEY A FURROW  
PO BOX 292  
MORRISDALE PA 16858-0292

HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

548955510246371000141580001834801

TRACEY A FURROW

**PERIODIC FINANCE CHARGE SUMMARY**  
Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	\$1,771.40	.07395%	31	\$40.60	26.99%
CASH ADVANCES	\$0.00	.00000%	31	\$0.00	26.99%

ANNUAL PERCENTAGE RATE=26.990%

\*\*May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

**IMPORTANT INFORMATION**

Your account has been placed with a collection agency. Please contact them directly,  
or call us at 1-800-388-5333.

MAIL PAYMENTS TO:  
HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

QUESTIONS?  
24-HOUR AUTOMATED ACCOUNT INFORMATION  
ENGLISH 1-503-293-4037  
ESPA OL 1-503-293-4034

MAIL INQUIRIES TO:  
HSBC CARD SERVICES  
PO BOX 80084  
SALINAS CA 93912-0084

Manage your account online at:  
[www.orchardbank.com](http://www.orchardbank.com)

110201 I 16 0000000308 STMT07 D F  
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT;  
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5489-5551-0246-3710

New Balance \$1,834.80  
Payment Due Date 07/11/05 Current Payment Due \$1,415.80

Make checks payable to HSBC CARD SERVICES. Please write your account  
number on your check. Do not fold, staple or clip. Do not send cash. Please  
send your payment 7 to 10 days prior to the payment due date to ensure  
timely delivery.

Amount  
Enclosed

\$BWNHYTS  
#335102463718#

TRACEY A FURROW  
PO BOX 292  
MORRISDALE PA 16858-0292

HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

548955510246371000141580001834801



## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, Kimberly Stone, hereby depose and state that:

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

Customer Name:	TRACEY A. FURROW
Original Creditor:	Household Bank
Account Number:	5489555102463710

3. On or about December 22, 2005 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: NOV 26 2007

By: [Signature]

Sworn and subscribed to before me this 26 day of November, 2007.

[Signature]  
Notary Public

STEPHANIE MORRIS  
NOTARY PUBLIC  
STATE OF COLORADO

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

My Commission Expires 05/22/2011

## **EXHIBIT C**

# Household Bank

## CARDMEMBER AGREEMENT

### AND DISCLOSURE STATEMENT

GENERIC AG1119F

Please keep this with your important papers.

#### AGREEMENT TO TERMS-USE OF ACCOUNT-DEFINITION OF PARTIES

In this Cardmember Agreement and Disclosure Statement and the enclosed sheet entitled "Important Information Regarding Your Account" (collectively, the "Agreement") and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, Account, credit card or acceptance certificate, the word "Card" means a single credit card or two or more credit cards we have issued to you under this Agreement, the words "we", "us", and "our" refer to Household Bank (Nevada), N.A., Las Vegas, Nevada and the word "Account" means the open end line of credit we have established for you and which can be accessed by your Card or other means approved by us. You may not use your credit card checks to make payments to us or any of our affiliates.

This Agreement (and any amendments) covers your Account with us, and you and we will be bound by it from the time you receive your Card or Agreement. You agree to use this Account only for personal, family, household or charitable purposes. You may cancel this Account before using it without paying any fees. If your Account is a joint Account, you and your joint Accountholder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement regardless of any divorce or other legal proceedings or any agreement that may affect liability between you. If any of you gives us notice disclaiming liability for amounts owed under this Agreement, we may close the Account. In that event, you may continue to pay the outstanding balance under the terms of this Agreement. However, you will not be able to make any new charges on the Account.

#### PROMISE TO PAY

You promise to pay according to the terms that we require or request for: (a) credit extended by us to you or to anyone whom you permit to use this Account; (b) Finance Charges, late charges, and other administrative charges (e.g., returned check charge, overlimit fee and research charge) provided in this Agreement; (c) collection costs, and attorneys' fees as permitted by applicable law; and (d) credit in excess of your credit limit that we may extend to you. We can accept late or partial payments or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without waiving our right to immediate payment in full or losing any of our rights under this Agreement.

#### MAXIMUM CREDIT LIMIT

You will not exceed the credit limit that we set for you. You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your credit limit. At our discretion, we may limit the amount of any type of transaction on your Account, including Cash Advances. You agree that any transaction limitations may change at any time without notice to you as long as the limit is applied to all or a substantial portion of our accounts. You agree not to allow your total unpaid balance, including Finance Charges and other charges, to exceed your credit limit established by us from time to time. We are not required to make Cash Advances (including accepting credit card checks or Automated Teller Machine ("ATM") transactions), or extend credit for purchases at your request if you have exceeded your credit

#### STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1 showing (as of the billing cycle): (a) payments, credits, purchases, Cash Advances, Finance Charges, and all other charges made to your Account; (b) the minimum payment you must make (called the "Minimum Payment") and the date it is requested; and (c) your available credit.

#### PAYMENT

Each month you must pay us at least the Minimum Payment reflected on your statement. We must receive the Minimum Payment within 25 days after the close of the billing cycle (called the "Payment Due Date"). If you wish, you may pay more than the Minimum Payment and at any time you may pay the entire amount owed (called "New Balance").

For billing cycles beginning on or after May 1, 1999, the Minimum Payment each month will be equal to the greater of:

- (a) (i) 2.5% of the New Balance or \$15, whichever is greater (or the amount of the New Balance if less than \$15), plus
- (ii) any past due amounts appearing on your statement; or
- (b) the amount by which the New Balance exceeds your credit limit.

All payments by mail must be made by check or money order. You agree that any payment you make may be returned to you without applying it to your Account and without presentation or protest, for any reason, including if the check or money order is: (1) not drawn on the U.S. Post Office or a financial institution located in the United States; (2) missing a signature; (3) drawn with different numeric and written amounts; (4) restrictively endorsed; (5) postdated; (6) not payable to Household Credit Services, Inc. or Household Bank (Nevada, N.A.); (7) not drawn in U.S. dollars on funds on deposit in the U.S.; (8) not paid upon presentation; or (9) drawn on a credit card access or other check issued by Household Bank or its affiliates. You agree to pay any bank or financial institution collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement. Disputed payments, including those marked "Payment in Full" or otherwise restrictively endorsed must be mailed to the Customer Service address shown on your monthly statement.

#### FINANCE CHARGES

Finance Charges are the total of (a) periodic Finance Charges and (b) Cash Advance Fee Finance Charges.

- (a) **Periodic Finance Charges.** These are computed by multiplying the "Daily Periodic Rate" by the Average Daily Balance of your Account and then multiplying the result by the number of days in the billing cycle. For billing cycles beginning on or after June 1, 1999, to get the "Daily Balance", we take the beginning debit balance of your Account each day, add any new purchases and/or Cash Advances (whether in cash, by credit card check, by ATM or otherwise), any previous day's periodic Finance Charges, the Annual Fee (if applicable), Cash Advance fees, any late charges, any overlimit fees and other administrative charges (including credit life insurance) on your Account, and subtract any payments and/or credits applied to your Account. If a debit transaction posts after the beginning of your billing cycle, but the transaction occurred prior to the beginning of your billing cycle, the daily balance will be adjusted to include the transaction amount and any previous day's periodic Finance Charges, for each day the transaction was outstanding prior to the beginning of the current billing cycle. Then we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

The Daily Periodic Rate used to determine your periodic Finance Charge will be a variable rate which may change.

The Spread, Annual Percentage Rate, Daily Periodic Rate and minimum rate of Finance Charge for the Customary APR are shown on the enclosed sheet entitled "Important Information Regarding Your Account."

The Daily Periodic Rate for the Customary APR will be based on 1/365th of the sum of the highest Prime Rate published in *The Wall*

*Street Journal* on the fourth Thursday of the month preceding the month in which the billing period begins ("Index") plus the Spread. If *The Wall Street Journal* or the Prime Rate is not published on the fourth Thursday, the rate will be determined on the next day. The Prime Rate is published in *The Wall Street Journal*. The new Daily Periodic Rate is applicable to the billing cycle that begins on or after the first day of the next succeeding month.

If your Minimum Payment is made after the Payment Due Date, if your payment is returned unsatisfied for any reason, you will no longer be eligible for any special reduced promotional Annual Percentage Rate you may have and your entire balance will be changed to the Customary APR.

You qualify for the Customary APR as long as your Minimum Payment is received and posted to your Account within 55 days of the Payment Due Date. If your Minimum Payment is 55 or more days late, your Account will no longer be eligible for the Customary APR and your entire balance will change to the Default APR. If at any time the Customary APR exceeds the Default APR, then the Customary APR will apply the balance of your Account. Your Account may be reconsidered for a lower rate after you re-establish and maintain your Account in good standing for six consecutive months.

For billing cycles beginning on or after May 1, 1999, the Daily Periodic Rate for the Default APR will be based on 1/365th of the sum of the Index plus 20.24% ("Spread") and is applicable to the billing cycle that begins on or after the first day of the next succeeding month. For example, for billing cycles beginning December 1, 1998, the FINANCE CHARGE for the Default APR would have been a Daily Periodic Rate of 0.7668% (corresponding to a 27.99% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCE CHARGE for the Default APR will be a Daily Periodic Rate of 0.7668% (corresponding to 27.99% ANNUAL PERCENTAGE RATE). An increase in the Prime Rate will increase your applicable Daily Periodic Rate for Customary and Default APRs, which may increase the Finance Charge and the Minimum Payment due on your Account.

For billing cycles beginning on or after May 1, 1999, periodic Finance Charges on purchases begin to accrue on the date of purchase transaction (including administrative fees and billed/unpaid Finance Charges) except that no periodic Finance Charge will be incurred on new credit card purchases if the New Balance on every statement is paid in full within 25 days after the close of the billing cycle (called your "Grace Period"). If the New Balance is paid in full for any cycle after having been paid in full or having a zero balance for the previous cycle, periodic Finance Charges be incurred on new credit card purchases comprising the balance from the transaction date. For any billing cycle immediately following one for which there was a New Balance that was not in full within 25 days following the close of the previous billing cycle, periodic Finance Charges will be incurred on credit card purchases from the date of the transaction and on previously billed but not purchased from the beginning of the current cycle.

"Cash Advances" include all advances made by cash advanced at the counter, through an ATM, by check or other "cash" transactions which will be determined by us. Periodic Finance Charges on Cash Advances, including advances and purchases made by credit card check, will accrue from the date of the Advance transaction until the Cash Advance is paid in full. Periodic Finance Charges on Cash Advances which accrue after the statement date will appear on the next statement.

If periodic Finance Charges are to be assessed, all transactions posted will have periodic Finance Charges initially calculated at the Daily Periodic Rate in effect on the posting date.

A change in your mailing address may result in a change to the billing cycle.

- (b) **Cash Advance Fee Finance Charges.** A Finance Charge is computed on the amount of each Cash Advance as of the date transaction. The Cash Advance Fee FINANCE CHARGE for Cash Advances, including Cash Advances made by credit card check, is 4% of the Cash Advance, with a minimum FINANCE CHARGE \$5. Any Cash Advance Fee Finance Charge may increase the Annual Percentage Rate.

**MINIMUM FINANCE CHARGE**

There will be a Minimum FINANCE CHARGE of 12 for each billing cycle in which a periodic Finance Charge is payable. Any Minimum Finance Charge may increase the actual Annual Percentage Rate.

**ANNUAL FEE**

The "Important Information Regarding Your Account" sheet indicates whether or not your Account is subject to an Annual Fee. If your Account has an Annual Fee, you agree to pay a non-refundable Annual Membership Fee for each year your Account is open in an amount to be set by us from time to time. You agree that the Annual Fee, if any, will be charged to your Account.

**LATE CHARGE**

If we do not receive the Minimum Payment within 25 days after the close of the billing cycle, you agree to pay a \$29 charge.

**RETURNED CHECK CHARGE**

You agree to pay \$29 each time your payment on your Account is returned unsatisfied by your bank or other financial institution. You agree that this fee may be added to your Account.

You agree to pay \$29 each time a credit card check is returned unsatisfied by us for any reason. This fee will be added to your Cash Advance balance.

**OVERDUE FEE**

You agree to pay a \$29 fee for each billing cycle you exceed your credit limit.

**RESEARCH CHARGE**

You agree to pay \$7 for each sales slip copy you request and \$5 for each statement copy you request.

**APPLICATION OF PAYMENTS**

Your payments will be allocated in a manner we determine in accordance with applicable law, and may change from time to time.

**CHANGE OF TERMS (including Finance Charges):** SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGE, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES. WE MAY ASSIGN YOUR ACCOUNT TO OUR AFFILIATES OR TO SOME OTHER FINANCIAL INSTITUTION AT ANY TIME.

**DEFAULT AND TERMINATION OF AGREEMENT**

You will be in default under this Agreement upon: (a) your failure to make at least the Minimum Payment when due; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; (j) your default under any other loan or agreement you have with us or any of our affiliates; (k) your moving out of the U.S. or providing us with a non-U.S. mailing address; (l) your becoming incompetent; (m) your exceeding your credit limit; (n) your payment is returned unsatisfied by your bank or financial institution for any reason; or (o) any credit card check is returned unpaid by us. After your default, your Account balance will continue to accrue Finance Charges at the contract rate. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by

the law in the state in which you reside. Upon default, we will apply your payment first to attorneys' fees and then to principal and unpaid Finance Charges.

**CREDIT AUTHORIZATIONS**

Some purchases will require our prior authorization and you may be asked by the merchant to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor your Card.

**CARD RENEWAL**

Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

**CARD CANCELLATION**

We can terminate or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. Balances outstanding under this Agreement when your credit limit is reduced or terminated will continue to accrue Finance Charges until paid in full and are subject to all the terms and conditions of this Agreement. You agree to return to us or destroy your Card(s) and any unused credit card checks, and we will not honor any credit card check written on your Account if we receive the check after your Account is cancelled.

**CLOSING YOUR ACCOUNT**

You can cancel or close your Account by writing to us at P.O. Box 81622, Salinas, CA 93912-1622. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue Finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your Card(s) and any unused credit card checks to us. We will not honor any credit card check written on your Account if we receive the check after your Account is closed.

**LIABILITY FOR UNAUTHORIZED USE**

You should retain copies of all charge slips until you receive your statement, at which time you should verify that the charges are correct and the amounts are correct. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon learning of the loss, theft or possible unauthorized use at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the phone number listed on your billing statement. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use not include use by a person to whom you have given the credit card authority to use the Account, and you will be liable for all use by a user. To terminate this authority, you must retrieve the credit from the previously authorized user and return it to us at the address mentioned above along with a letter explaining why you are doing so.

**SECURITY**

We are extending you an unsecured line of credit. We therefore have a security interest that might arise under this Agreement in language in other loan agreements you may have with us.

**LOST OR STOLEN CREDIT CARD CHECKS**

You agree to notify us immediately if any credit card checks are stolen. You may notify us by calling 1-800-395-4500.

**CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYER**

You agree to give us prompt notice of any change in your name, address, telephone number or place of employment.

**STOP PAYMENT**

We will add a \$29 fee to the Cash Advance balance each time payment of a credit card check is stopped at your request. We will stop payment on a credit card check by notifying us in writing at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the telephone number listed on the billing statement. When you

including the amount, date, and time of payment, and the name of the person to whom payment is to be made. If you call, you must confirm the call in writing within 14 days. A written stop payment will remain in effect for six months unless renewed in writing.

#### FOREIGN TRANSACTIONS

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International Incorporated into a U.S. dollar amount. They will use the procedures in effect at the time that the transaction is processed. Currently the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-authorized rate in effect on the day prior to the processing date, increased by one percent in each case. 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.

#### APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Nevada, whether or not you live in Nevada and whether or not your Account is used outside Nevada. This Agreement is entered into in Nevada and all credit under this Agreement will be extended from Nevada. All terms and conditions of this Agreement including charge of terms or applicable law provisions, the Finance Charge, late charge, returned check charge, overlimit fee and research charges provided for in this Agreement are deemed to be inherent under this Agreement and material to the determination of the Finance Charge.

#### ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

#### PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to extend or support your credit privileges under this Agreement even if you are not in default with us. You also agree that we may furnish as a regular basis credit and experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. You agree that the Department of Motor Vehicles may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other cardmembers.

You agree that we may share credit information we obtain about you or your Account with persons related to us by common ownership or affiliated by corporate control. You may prohibit the sharing of credit information by writing to us at P.O. Box 81522, Salt Lake City, UT 84152-1522 and including the name, address, social security number, signature and, if applicable, account number, for each person making the election. Your request will not apply to information relating to your transactions or experiences with us.

#### CREDIT REPORTING

If you fail to fulfil the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. If any specific information related to a credit reporting transaction or credit experience with us is inaccurate, you may notify us and request us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at P.O. Box 85706, Las Vegas, NV 89152.

#### WAIVER

We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

#### UPDATED FINANCIAL AND OTHER INFORMATION

Upon request you agree to promptly give us accurate financial and

if any provision of this Agreement is held to be unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

Household Credit Services, Inc. provides processing services for Household Bank (Nevada), N.A. You may write us at: Household Bank (Nevada), N.A., P.O. Box 80707, Las Vegas, Nevada 89180-7007.



Thomas M. Klumbe  
Executive Vice President  
December 1, 1998

**YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**  
This notice contains important information about your Account rights and our responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**  
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. 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 unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any related 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 90 days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### SPECIAL RULE FOR CREDIT CARD PURCHASES

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

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

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

Household Bank is a registered mark of Household International, Inc.  
©1998 Household Credit Services, Inc.

AG1138 (12/98)

## BILL OF SALE

TURTLE CREEK ASSETS, LTD., by and through its general partner, FORWARD PROPERTIES INTERNATIONAL, INC. ("Seller"), for value received and pursuant to the terms and conditions of the Purchase Agreement ("Agreement") dated October, 24, 2005 between Seller and CACH, LLC ("Purchaser"), does hereby sell, assign and convey to Purchaser, its successor and assigns, all right, title and interest of Seller in and to those certain purchased Accounts listed on the Sale File, without recourse and without representation of, or warranty of, collectibility, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 18 day of December 2005.

TURTLE CREEK ASSETS, LTD.

By: FORWARD PROPERTIES INTERNATIONAL, INC.,  
its general partner,

By:   
Gordon Engle, President



63007

## AFFIDAVIT OF ASSIGNMENT

I am a Representative of HSBC Bank Nevada, N.A. f/k/a Household Bank (SB), N.A., (the "Seller") which owned the account of the customer named below under the account number specified.

The statements in this affidavit are based on the computerized and hard copy books and records of the Seller, maintained in the ordinary course of business, the entries having been made by a regularly operated business. The affiant is authorized to make the statements and representations herein.

Customer: TRACEY A FURROW

Account Number: 5489555102463710

A computerized ending balance was maintained on the Seller's database.

The end balance showing on the books and records of the Seller at the time of the assignment of the account to Royal Park Holdings, Inc. the assignee of FORWARD PROPERTIES, INC. was \$1,863.80.

Dated this 6 day of July, 2007.

Stuart Austin

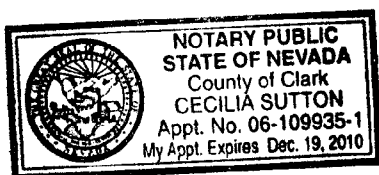
Stuart Austin  
State of Nevada  
County of Clark

Signed and sworn to before me this 6<sup>th</sup> day of July, 2007 by Stuart Austin.

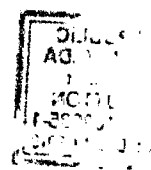
Cecilia Sutton

Notary Public

My Commission expires:



PA  
268



VERIFICATION

I, Kimberly Stone, 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 TRACEY A. FURROW owes the balance of \$1,863.80 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: \_\_\_\_\_

Dated: NOV 26 2007

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

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104086**

CACH, LLC

Case # 08-748-CD

vs.

TRACEY FURROW

TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

NOW August 04, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO TRACEY FURROW, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

**FILED**  
013210N  
AUG 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

## Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	7471	10.00
SHERIFF HAWKINS	HARRISON	7471	53.39

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

---

CACH, LLC

4340 S. Monaco Street- 2<sup>ND</sup> FLOOR  
DENVER, CO 80237 :

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff, :

Vs. :

No.: 2008-748-CD

TRACEY FURROW :  
3067 MORRISDALE ALLPORT HWY- APT 2B  
MORRISDALE, PA 16857 :

Defendant(s). :

---

**COMPLAINT**

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

To: TRACEY FURROW  
3067 MORRISDALE ALLPORT HWY- APT 2B  
MORRISDALE, PA 16857

APR 24 2008

Attest.

*W. H. H.*  
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 partir de 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.

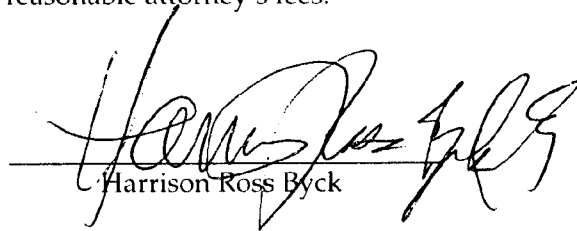
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) TRACEY FURROW, avers the following:

1. Plaintiff, CACH, LLC, is a Colorado limited liability company doing business at 4340 S. Monaco Street; Denver, Colorado 80237.
2. Defendant, TRACEY FURROW, is an individuals residing at 3067 MORRISDALE ALLPORT HWY- APT 2B; MORRISDALE, PA 16857.
3. Defendant, TRACEY FURROW, is indebted to HOUSEHOLD BANK on an account stated by and between them in the amount of \$1,863.80 which balance was due and unpaid as of June 30, 2005 for credit card account number 5489 5551 0246 3710. <Exhibit A>
4. On or about December 22, 2005, Household Bank sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) TRACEY FURROW last tendered a payment on this account on or about January 20, 2005 for \$30.00.
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 \$1.38 per day from the default date (26.99% annual percentage rate x \$1,863.80/ 365 days) or \$1.38 x 600 days = \$826.91, 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 \$300.00. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$3,185.71 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$3,185.71 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$3,185.71 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: MARCH 31, 2008

  
Harrison Ross Byck

## **EXHIBIT A**



TRACEY A FURROW

5489555102463710

ACCOUNT SUMMARY

PAYMENT SUMMARY

BALANCE SUMMARY

ACCOUNT NUMBER	5489-5551-0246-3710	OVERLIMIT AMOUNT	\$1,359.80	PREVIOUS BALANCE	\$1,730.20
CASH CREDIT LIMIT	\$475	MINIMUM PAYMENT*	\$56.00	PAYMENTS/CREDITS	- \$0.00
CASH LIMIT AVAILABLE	\$0	CURRENT PAYMENT DUE*	\$1,415.80	PURCHASES/DEBITS	+ \$29.00
TOTAL CREDIT LIMIT	\$475	PAYMENT DUE DATE	07/11/05	LATE PAYMENT CHARGE*	\$35.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	PAST DUE AMOUNT	\$307.00	MISC. FINANCE CHARGE*	\$0.00
STATEMENT DATE	06/16/05			FINANCE CHARGE	+ \$40.60
		*See reverse side for an explanation of these amounts.		NEW BALANCE	= \$1,834.80

\*Cash Credit Limit is a portion of the Total Credit Limit

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
06/16/06	16	LATE CHARGE ASSESSMENT	10000005080000999340080	\$35.00	
05/26/05	26	OVERLIMIT CHARGE ASSESSMENT	10000005080000999697380	\$29.00	

MAIL PAYMENTS TO:  
HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

QUESTIONS?  
24-HOUR AUTOMATED ACCOUNT INFORMATION  
ENGLISH 1-803-293-6037  
ESPA OL 1-503-293-6036

MAIL INQUIRIES TO:  
HSBC CARD SERVICES  
PO BOX 80084  
SALINAS CA 93912-0084

Manage your account online at:  
[www.orchardbank.com](http://www.orchardbank.com)

110201 I 16 0000000508 STNT07 D F  
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:  
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number	5489-5551-0246-3710
New Balance	\$1,834.80
Payment Due Date	07/11/05
Current Payment Due	\$1,415.80

Make checks payable to HSBC CARD SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.

Amount  
Enclosed

#BWHHTS  
#3351024637189

TRACEY A FURROW  
PO BOX 292  
MORRISDALE PA 16858-0292

HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

548955510246371000141580001834801

TRACEY A FURROW

PERIODIC FINANCE CHARGE SUMMARY  
Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	\$1,771.40	.07395X	31	\$40.60	26.99%
CASH ADVANCES	\$0.00	.00000X	31	\$0.00	26.99%

ANNUAL PERCENTAGE RATE=26.990%

\*\*May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

IMPORTANT INFORMATION

Your account has been placed with a collection agency. Please contact them directly,  
or call us at 1-800-388-5333.

MAIL PAYMENTS TO:  
HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

QUESTIONS?  
24-HOUR AUTOMATED ACCOUNT INFORMATION  
ENGLISH 1-503-293-4037  
ESPA OL 1-503-293-4034

MAIL INQUIRIES TO:  
HSBC CARD SERVICES  
PO BOX 80084  
SALINAS CA 93912-0084

Manage your account online at:  
[www.orchardbank.com](http://www.orchardbank.com)

110201 I 16 0000000508 STMT07 D F  
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:  
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number

5489-5551-0246-3710

New Balance \$1,834.80  
Payment Due Date 07/11/05

Current Payment Due \$1,415.80

Make checks payable to HSBC CARD SERVICES. Please write your account  
number on your check. Do not fold, staple or clip. Do not send cash. Please  
send your payment 7 to 10 days prior to the payment due date to ensure  
timely delivery.

Amount  
Enclosed

83WNNHYTS  
03351024637180

TRACEY A FURROW  
PO BOX 292  
MORRISDALE PA 16858-0292

HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

548955510246371000141580001034801

## **EXHIBIT B**

**CERTIFICATE OF PURCHASE**

I, Kimberly Stone, hereby depose and state that:

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

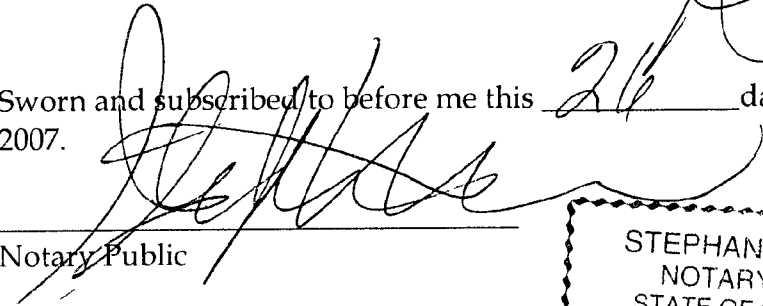
Customer Name:	TRACEY A. FURROW
Original Creditor:	Household Bank
Account Number:	5489555102463710

3. On or about December 22, 2005 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: NOV 26 2007

By: 

Sworn and subscribed to before me this 26 day of November, 2007.

  
Notary Public

STEPHANIE MORRIS  
NOTARY PUBLIC  
STATE OF COLORADO

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

My Commission Expires 05/22/2011

## **EXHIBIT C**

# Household Bank

## CARDMEMBER AGREEMENT

### AND DISCLOSURE STATEMENT

GENERIC AG1119F

Please keep this with your important papers.

#### AGREEMENT TO TERMS-USE OF ACCOUNT-DEFINITION OF PARTIES

In this Cardmember Agreement and Disclosure Statement and the enclosed sheet entitled "Important Information Regarding Your Account" (collectively, the "Agreement") and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, Account, credit card or acceptance certificate, the word "Card" means a single credit card or two or more credit cards we have issued to you under this Agreement, the words "we", "us", and "our" refer to Household Bank (Nevada), N.A., Las Vegas, Nevada and the word "Account" means the open end line of credit we have established for you and which can be accessed by your Card or other means approved by us. You may not use your credit card checks to make payments to us or any of our affiliates.

This Agreement (and any amendments) covers your Account with us, and you and we will be bound by it from the time you receive your Card or Agreement. You agree to use this Account only for personal, family, household or charitable purposes. You may cancel this Account before using it without paying any fees. If your Account is a joint Account, you and your joint Accountholder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement regardless of any divorce or other legal proceedings or any agreement that may affect liability between you. If any of you gives us notice disclaiming liability for amounts owed under this Agreement, we may close the Account. In that event, you may continue to pay the outstanding balance under the terms of this Agreement. However, you will not be able to make any new charges on the Account.

#### PROMISE TO PAY

You promise to pay according to the terms that we require or request for: (a) credit extended by us to you or to anyone whom you permit to use this Account; (b) Finance Charges, late charges, and other administrative charges (e.g., returned check charge, overlimit fee and research charge) provided in this Agreement; (c) collection costs, and attorneys' fees as permitted by applicable law; and (d) credit in excess of your credit limit that we may extend to you. We can accept late or partial payments or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without waiving our right to immediate payment in full or losing any of our rights under this Agreement.

#### MAXIMUM CREDIT LIMIT

You will not exceed the credit limit that we set for you. You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your credit limit. At our discretion, we may limit the amount of any type of transaction on your Account, including Cash Advances. You agree that any transaction limitations may change at any time without notice to you as long as the limit is applied to all or a substantial portion of our accounts. You agree not to allow your total unpaid balance, including Finance Charges and other charges, to exceed your credit limit established by us from time to time. We are not required to make Cash Advances (including accepting credit card checks or Automated Teller Machine ("ATM") transactions), or extend credit for purchases at your request if you have exceeded your credit

#### STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1 showing (as of the billing cycle): (a) payments, credits, purchases, Cash Advances, Finance Charges, and all other charges made to your Account; (b) the minimum payment you must make (called the "Minimum Payment") and the date it is requested; and (c) your available credit.

#### PAYMENT

Each month you must pay us at least the Minimum Payment reflected on your statement. We must receive the Minimum Payment within 25 days after the close of the billing cycle (called the "Payment Due Date"). If you wish, you may pay more than the Minimum Payment and at any time you may pay the entire amount owed (called "New Balance").

For billing cycles beginning on or after May 1, 1999, the Minimum Payment each month will be equal to the greater of:

- (a) (i) 2.5% of the New Balance or \$15, whichever is greater (or the amount of the New Balance if less than \$15), plus
- (ii) any past due amounts appearing on your statement; or
- (b) the amount by which the New Balance exceeds your credit limit.

All payments by mail must be made by check or money order. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for any reason, including if the check or money order is: (1) not drawn on the U.S. Post Office or a financial institution located in the United States; (2) missing a signature; (3) drawn with different numeric and written amounts; (4) restrictively endorsed; (5) postdated; (6) not payable to Household Credit Services, Inc. or Household Bank (Nevada), N.A.; (7) not drawn in U.S. dollars on funds on deposit in the U.S.; (8) not paid upon presentment; or (9) drawn on a credit card access or other check issued by Household Bank or its affiliates. You agree to pay any bank or financial institution collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement. Disputed payments, including those marked "Payment in Full" or otherwise restrictively endorsed must be mailed to the Customer Service address shown on your monthly statement.

#### FINANCE CHARGES

Finance Charges are the total of (a) periodic Finance Charges and (b) Cash Advance Fee Finance Charges.

- (a) **Periodic Finance Charges.** These are computed by multiplying the "Daily Periodic Rate" by the Average Daily Balance of your Account and then multiplying the result by the number of days in the billing cycle. For billing cycles beginning on or after June 1, 1999, to get the "Daily Balance", we take the beginning debit balance of your Account each day, add any new purchases and/or Cash Advances (whether in cash, by credit card check, by ATM or otherwise), any previous day's periodic Finance Charges, the Annual Fee (if applicable), Cash Advance fees, any late charges, any overlimit fees and other administrative charges (including credit life insurance) on your Account, and subtract any payments and/or credits applied to your Account. If a debit transaction posts after the beginning of your billing cycle, but the transaction occurred prior to the beginning of your billing cycle, the daily balance will be adjusted to include the transaction amount and any previous day's periodic Finance Charges, for each day the transaction was outstanding prior to the beginning of the current billing cycle. Then we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

The Daily Periodic Rate used to determine your periodic Finance Charge will be a variable rate which may change.

The Spread, Annual Percentage Rate, Daily Periodic Rate and minimum rate of Finance Charge for the Customary APR are shown on the enclosed sheet entitled "Important Information Regarding Your Account."

The Daily Periodic Rate for the Customary APR will be based on 1/365th of the sum of the highest Prime Rate published in *The Wall*

*Street Journal* on the fourth Thursday of the month preceding the month in which the billing period begins ("Index") plus the Spread. If *The Wall Street Journal* or the Prime Rate is not published on the fourth Thursday, the rate will be determined on the next day. The Prime Rate is published in *The Wall Street Journal*. The new Daily Periodic Rate is applicable to the billing cycle that begins on or after the first day of the next succeeding month.

If your Minimum Payment is made after the Payment Due Date, if your payment is returned unsatisfied for any reason, you will no longer be eligible for any special reduced promotional Annual Percentage Rate you may have and your entire balance will be changed to the Customary APR.

You qualify for the Customary APR as long as your Minimum Payment is received and posted to your Account within 55 days of the Payment Due Date. If your Minimum Payment is 55 or more days late, your Account will no longer be eligible for the Customary APR and your entire balance will change to the Default APR. If at any time the Customary APR exceeds the Default APR, then the Customary APR will apply to the balance of your Account. Your Account may be reconsidered for a lower rate after you re-establish and maintain your Account in good standing for six consecutive months.

For billing cycles beginning on or after May 1, 1999, the Daily Periodic Rate for the Default APR will be based on 1/365th of the sum of: Index plus 30.14% ("Spread") and is applicable to the billing cycle that begins on or after the first day of the next succeeding month. For example, for billing cycles beginning December 1, 1998, the FINANCE CHARGE for the Default APR would have been a Daily Periodic Rate of .07688% (corresponding to a 27.99% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCE CHARGE for the Default APR will be a Daily Periodic Rate of .07688% (corresponding to 27.99% ANNUAL PERCENTAGE RATE). An increase in the Prime Rate will increase your applicable Daily Periodic Rate for Customary and Default APRs, which may increase the Finance Charge and the Minimum Payment due on your Account.

For billing cycles beginning on or after May 1, 1999, periodic Finance Charges on purchases begin to accrue on the date of purchase transaction (including administrative fees and billed unpaid Finance Charges) except that no periodic Finance Charge will be incurred on new credit card purchases if the New Balance every statement is paid in full within 25 days after the close of the billing cycle (called your "Grace Period"). If the New Balance is paid in full for any cycle after having been paid in full or having a zero balance for the previous cycle, periodic Finance Charges be incurred on new credit card purchases comprising that balance from the transaction date. For any billing cycle immediately following one for which there was a New Balance that was not paid in full within 25 days following the close of the previous billing cycle, periodic Finance Charges will be incurred on credit card purchases from the date of the transaction and on previously billed but not purchased from the beginning of the current cycle.

"Cash Advances" include all advances made by cash advanced at the counter, through an ATM, by check or other "cash" transactions which will be determined by us. Periodic Finance Charges on Cash Advances, including advances and purchases made by credit card check, will accrue from the date of the Advance transaction until the Cash Advance is paid in full. Periodic Finance Charges on Cash Advances which accrue after statement date will appear on the next statement.

If periodic Finance Charges are to be assessed, all transactions posted will have periodic Finance Charges initially calculated at the Daily Periodic Rate in effect on the posting date.

A change in your mailing address may result in a change to billing cycle.

- (b) **Cash Advance Fee Finance Charges.** A Finance Charge is computed on the amount of each Cash Advance as of the date transaction. The Cash Advance Fee FINANCE CHARGE for a Cash Advance, including Cash Advances made by credit card check, is 4% of the Cash Advance, with a minimum FINANCE CHARGE \$5. Any Cash Advance Fee Finance Charge may increase the Annual Percentage Rate.

**MINIMUM FINANCE CHARGE**

There will be a Minimum FINANCE CHARGE of 2% for each billing cycle in which a periodic Finance Charge is payable. Any Minimum Finance Charge may increase the actual Annual Percentage Rate.

**ANNUAL FEE**

The "Important Information Regarding Your Account" sheet indicates whether or not your Account is subject to an Annual Fee. If your Account has an Annual Fee, you agree to pay a non-refundable Annual Membership Fee for each year your Account is open in an amount to be set by us from time to time. You agree that the Annual Fee, if any, will be charged to your Account.

**LATE CHARGE**

If we do not receive the Minimum Payment within 25 days after the close of the billing cycle, you agree to pay a \$29 charge.

**RETURNED CHECK CHARGE**

You agree to pay \$19 each time your payment on your Account is returned unsatisfied by your bank or other financial institution. You agree that this fee may be added to your Account.

You agree to pay \$29 each time a credit card check is returned unsatisfied by us for any reason. This fee will be added to your Cash Advance balance.

**OVERDUE FEE**

You agree to pay a \$29 fee for each billing cycle you exceed your credit limit.

**RESEARCH CHARGE**

You agree to pay \$7 for each sales slip copy you request and \$5 for each statement copy you request.

**APPLICATION OF PAYMENTS**

Your payments will be allocated in a manner we determine in accordance with applicable law, and may change from time to time.

**CHANGE OF TERMS (including Finance Charges):** SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGE, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES. WE MAY ASSIGN YOUR ACCOUNT TO OUR AFFILIATES OR TO SOME OTHER FINANCIAL INSTITUTION AT ANY TIME.

**DEFAULT AND TERMINATION OF AGREEMENT**

You will be in default under this Agreement upon: (a) your failure to make at least the Minimum Payment when due; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; (j) your default under any other loan or agreement you have with us or any of our affiliates; (k) your moving out of the U.S. or providing us with a non-U.S. mailing address; (l) your becoming incompetent; (m) your exceeding your credit limit; (n) your payment is returned unsatisfied by your bank or financial institution for any reason; or (o) any credit card check is returned unpaid by us. After your default, your Account balance will continue to accrue Finance Charges at the contract rate. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by

the law in the state in which you reside. Upon default, we will apply your payment first to attorney's fees and then to principal and unpaid Finance Charges.

**CREDIT AUTHORIZATIONS**

Some purchases will require our prior authorization and you may be asked by the merchant to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor your Card.

**CARD RENEWAL**

Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

**CARD CANCELLATION**

We can terminate or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. Balances outstanding under this Agreement when your credit limit is reduced or terminated will continue to accrue Finance Charges until paid in full and are subject to all the terms and conditions of this Agreement. You agree to return to us or destroy your Card(s) and any unused credit card checks, and we will not honor any credit card check written on your Account if we receive the check after your Account is cancelled.

**CLOSING YOUR ACCOUNT**

You can cancel or close your Account by writing to us at P.O. Box 81622, Salinas, CA 93912-1622. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue Finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your Card(s) and any unused credit card checks to us. We will not honor any credit card check written on your Account if we receive the check after your Account is closed.

**LIABILITY FOR UNAUTHORIZED USE**

You should retain copies of all charge slips until you receive your statement, at which time you should verify that the charges are correct and the amounts are correct. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon learning of the loss, theft or possible unauthorized use at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the phone number listed on your billing statement. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use not include use by a person to whom you have given the credit card authority to use the Account, and you will be liable for all use by a user. To terminate this authority, you must retrieve the credit from the previously authorized user and return it to us at the address mentioned above along with a letter explaining why you are doing so.

**SECURITY**

We are extending you an unsecured line of credit. We therefore have a security interest that might arise under this Agreement in all property in other loan agreements you may have with us.

**LOST OR STOLEN CREDIT CARD CHECKS**

You agree to notify us immediately if any credit card checks are stolen. You may notify us by calling 1-800-995-4500.

**CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYER**

You agree to give us prompt notice of any change in your name, address, telephone number or place of employment.

**STOP PAYMENT**

We will add a \$19 fee to the Cash Advance balance each time payment of a credit card check is stopped at your request. To stop payment on a credit card check by notifying us in writing at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the telephone number listed on the billing statement. When you



include the amount, payee, and date of payment. If you call, you must confirm the call in writing within 14 days. A written stop payment will remain in effect for six months unless renewed in writing.

#### FOREIGN TRANSACTIONS

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International Incorporated into a U.S. dollar amount. They will use the procedures in effect at the time that the transaction is processed. Currently the currency conversion rate to be used is either (1) a wholesale market rate or (2) a promulgated-authorized rate in effect on the day prior to this processing date, increased by one percent in each case. 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.

#### APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Nevada whether or not you live in Nevada and whether or not your Account is used outside Nevada. This Agreement is entered into in Nevada and all credit under this Agreement will be extended from Nevada. All terms and conditions of this Agreement including charge of terms or applicable law provisions, the Finance Charge, late charge, returned check charge, overdraft fee and research charges provided for in this Agreement are deemed to be entered under this Agreement and material to the determination of the Finance Charge.

#### ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

#### PRIVACY PRACTICES

You agree that from time to time we may receive credit information regarding you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to extend or support your credit privileges under this Agreement even if you are not in default with us. You also agree that we may furnish on a regular basis credit and experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your applications with our affiliates and other third parties. You agree that the Department of Motor Vehicles may release your residence address to us should it become necessary to locate you. You agree that our supervisory personnel may listen and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other cardmembers.

You agree that we may share credit information we obtain about you or your Account with persons related to us by common ownership or affiliated by corporate control. You may prohibit the sharing of credit information by writing to us at P.O. Box 81623, Salt Lake City, UT 84183-1623 and including the name, address, social security number, signature and, if applicable, account number, for each person making the election. Your request will not apply to information relating to your transactions or experiences with us.

#### CREDIT REPORTING

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. If any specific information related to your Account transactions or credit experience with us is inaccurate, you may notify us and request us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at P.O. Box 80706, Las Vegas, NV 89182.

#### WAIVER

We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

#### UPDATED FINANCIAL AND OTHER INFORMATION

Upon request we agree to promptly give us accurate financial and

is not intended to be a contract, and this Agreement will remain valid and enforceable.

Household Credit Services, Inc. provides processing services for Household Bank (Nevada), N.A. You may write to us at: Household Bank (Nevada), N.A., P.O. Box 80707, Las Vegas, Nevada 89182-8707.

Thomas M. Kimble  
Executive Vice President  
December 1, 1998

**YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**  
This notice contains important information about your Account rights and our responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**  
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we send 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 unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 90 days telling us that you still refuse to pay, we must tell you within 30 days the reasons we gave for our decision about you. You have a question about your bill? And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### SPECIAL RULE FOR CREDIT CARD PURCHASES

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

- 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
  - 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.

Household Bank is a registered mark of Household International, Inc.  
©1998 Household Credit Services, Inc.

AO1138 (12/98)

## BILL OF SALE

TURTLE CREEK ASSETS, LTD., by and through its general partner, FORWARD PROPERTIES INTERNATIONAL, INC. ("Seller"), for value received and pursuant to the terms and conditions of the Purchase Agreement ("Agreement") dated October, 24, 2005 between Seller and CACH, LLC ("Purchaser"), does hereby sell, assign and convey to Purchaser, its successor and assigns, all right, title and interest of Seller in and to those certain purchased Accounts listed on the Sale File, without recourse and without representation of, or warranty of, collectibility, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 18 day of December 2005.

TURTLE CREEK ASSETS, LTD.

By: FORWARD PROPERTIES INTERNATIONAL, INC.,  
its general partner.

By: \_\_\_\_\_  
Gordon Engle, President

10206

## AFFIDAVIT OF ASSIGNMENT

I am a Representative of HSBC Bank Nevada, N.A. f/k/a Household Bank (SB), N.A., (the "Seller") which owned the account of the customer named below under the account number specified.

The statements in this affidavit are based on the computerized and hard copy books and records of the Seller, maintained in the ordinary course of business, the entries having been made by a regularly operated business. The affiant is authorized to make the statements and representations herein.

Customer: TRACEY A FURROW

Account Number: 5489555102463710

A computerized ending balance was maintained on the Seller's database.

The end balance showing on the books and records of the Seller at the time of the assignment of the account to Royal Park Holdings, Inc. the assignee of FORWARD PROPERTIES, INC. was \$1,863.80.

Dated this 6 day of July, 2007.

Stuart Austin

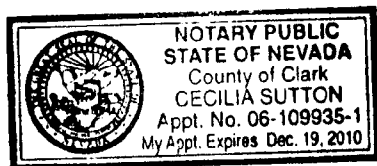
Stuart Austin  
State of Nevada  
County of Clark

Signed and sworn to before me this 6<sup>th</sup> day of July, 2007 by Stuart Austin.

Cecilia Sutton

Notary Public

My Commission expires:



VERIFICATION

I, Kimberly Stone, 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.

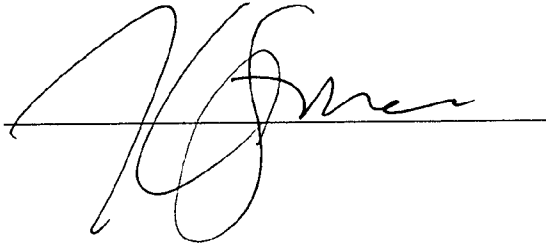
I am the Authorized Representative and a duly authorized representative of the plaintiff;

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 TRACEY A. FURROW owes the balance of \$1,863.80 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: \_\_\_\_\_



Dated: NOV 26 2007

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

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard - Suite 112  
Morrisville, Pennsylvania 19067  
(215) 428-0666 / fax (215) 428-0740  
Attorney for Plaintiff

**FILED** *FW*  
DEC 12 2008  
3 CENTS TO AM  
William A. Shaw  
Prothonotary/Clerk of Courts

---

<b>CACH, LLC.</b>	:	<b>IN THE COURT OF COMMON PLEAS</b>
<b>4340 S. MONACO STREET -</b>		<b>CLEARFILED COUNTY, PENNA</b>
<b>2<sup>ND</sup> FLOOR</b>	:	
<b>DENVER, CO 80237</b>	:	
 <b>VS.</b>	:	
 <b>TRACEY A FURROW</b>	:	<b>NO. 2008-00748-CD</b>
<b>3067 MORRISDALE- ALLPORT HIGHWAY</b>		
<b>APARTMENT # 2-B</b>	:	
<b>MORRISDALE, PA 16857</b>	:	<b>CIVIL ACTION</b>

---

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

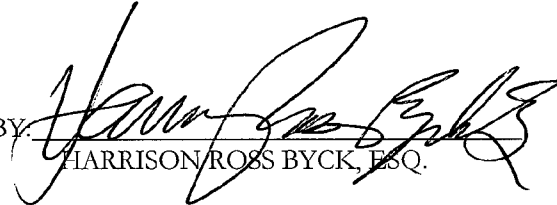
Plaintiff, by its attorney, HARRISON ROSS BYCK, ESQ. P.C., hereby requests this Honorable Court issue a special order allowing substituted service of process for the Defendant, **TRACEY A. FURROW** pursuant to Pa.R.C.P. 430(a) and, in support thereof, avers as follows:

1. A Civil Action sounding in Breach of Contract and/or for an Account Stated for the Defendant's failure to pay a credit card was filed on **April 24, 2008**. 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: **"COMPLAINT NOT SERVED, TIME EXPIRED. SEVERAL ATTEMPTS MADE, NO RESPONSE."** A true and correct copy of the Sheriff's documented attempts is attached hereto, made part hereof, and marked *Exhibit "B"*.
2. 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, **TRACEY A FURROW** does reside at **3067 MORRISDALE- ALLPORT HIGHWAY;**

**MORRISDALE, PA 16857**, and that they are actively attempting to avoid service by refusing to open the door.

3. The Post Office verified that the address is current; i.e., mail for the Defendant 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"*.
4. Further, Insight an asset investigation tool was used to verify that the Defendant currently resides at the property at **3067 MORRISDALE- ALLPORT HIGHWAY; MORRISDALE, PA 16857**. See Property Deed search, attached hereto, made part hereof, and marked *Exhibit "D"*.
5. Pursuant to all of the foregoing, the Plaintiff believes and therefore avers that service of the Complaint via posting upon the residence at **3067 MORRISDALE -ALLPORT HIGHWAY; MORRISDALE, PA 16857** would be an effective method to ensure that the Defendant actually receives notice of the within action.
6. 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, ESQ.

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

---

**CACH, LLC.**  
**4340 S. MONACO STREET – 2<sup>ND</sup> FLOOR**  
**DENVER, CO 80237**

**: IN THE COURT OF COMMON PLEAS**  
**CLEARFILED COUNTY, PENNA**

**VS.**

**TRACEY A. FURROW**  
**3067 MORRISDALE- ALLPORT HIGHWAY**  
**APARTMENT # 2-B**  
**MORRISDALE, PA 16857**

**: NO.: 2008-00748-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 the address.

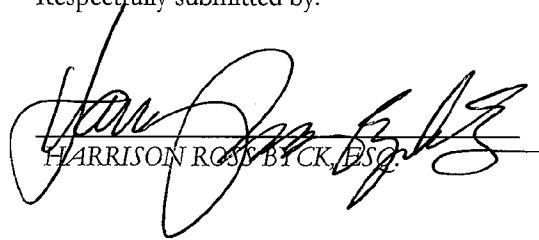
Specifically, Rule 430 suggests inquiries of postal authorities. As averred, the Plaintiff did send a recent request to the Post Office which confirmed that the address utilized and identified upon the Complaint is, in fact, the Defendants' current address.

Rule 430 also requires additional forms of corroboration. As a result, Insight, an asset investigation tool was used to verify that the Defendant currently resides the property at **3067 MORRISDALE - ALLPORT HIGHWAY; MORRISDALE, PA 16857.**

Finally, it should be emphasized that this is not merely a case where there is simply no sign of the Defendant at the indicated location. To the contrary, the deputy Sheriff who attempted to serve the Complaint specifically noted that there were multiple attempts made but was actively avoiding service.

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 ROSEBYCK, ESQ.



# **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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff,

Vs.

No.: 2008-748-CD

TRACEY FURROW  
3067 MORRISDALE ALLPORT HWY- APT 2B  
MORRISDALE, PA 16857

Defendant(s).

COMPLAINT

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

To: TRACEY FURROW  
3067 MORRISDALE ALLPORT HWY- APT 2B  
MORRISDALE, PA 16857

APR 24 2008

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 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.

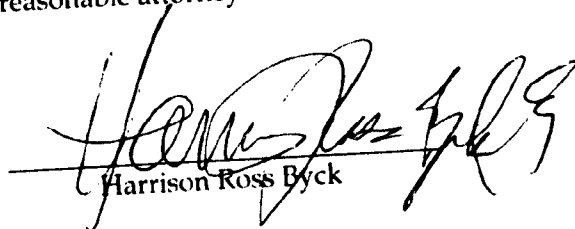
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) TRACEY FURROW, avers the following:

1. Plaintiff, CACH, LLC, is a Colorado limited liability company doing business at 4340 S. Monaco Street; Denver, Colorado 80237.
2. Defendant, TRACEY FURROW, is an individuals residing at 3067 MORRISDALE ALLPORT HWY- APT 2B; MORRISDALE, PA 16857.
3. Defendant, TRACEY FURROW, is indebted to HOUSEHOLD BANK on an account stated by and between them in the amount of \$1,863.80 which balance was due and unpaid as of June 30, 2005 for credit card account number 5489 5551 0246 3710. <Exhibit A>
4. On or about December 22, 2005, Household Bank sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) TRACEY FURROW last tendered a payment on this account on or about January 20, 2005 for \$30.00.
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 \$1.38 per day from the default date (26.99% annual percentage rate x \$1,863.80/ 365 days) or  $1.38 \times 600$  days = \$826.91, 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 \$300.00. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$3,185.71 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$3,185.71 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$3,185.71 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: MARCH 31, 2008

  
Harrison Ross Byck

**EXHIBIT A**

5489555102463710

TRACEY A FURROW

**ACCOUNT SUMMARY**  
 ACCOUNT 5489-5551-0246-3710  
 NUMBER  
 CASH CREDIT LIMIT. 4475  
 CASH LIMIT AVAILABLE 00  
 TOTAL CREDIT LIMIT 4475  
 TOTAL CREDIT LIMIT AVAILABLE 48  
 STATEMENT DATE 04/16/05

**PAYMENT SUMMARY**  
 OVERLIMIT AMOUNT \$1,359.88  
 MINIMUM PAYMENT 156.00  
 CURRENT PAYMENT DUE \$1,415.88  
 PAYMENT DUE DATE 07/11/05  
 PAST DUE AMOUNT 4307.00

**BALANCE SUMMARY**  
 PREVIOUS BALANCE \$1,730.20  
 PAYMENTS/CREDITS - 40.00  
 PURCHASES/DEBITS + 129.00  
 LATE PAYMENT CHARGE+ 135.00  
 MISC. FINANCE CHARGE+ 40.00  
 FINANCE CHARGE + 440.60  
 NEW BALANCE = \$1,834.80

\*See reverse side for an explanation of these amounts.  
 .Cash Credit Limit is a portion of the Total Credit Limit

**TRANSACTION SUMMARY**

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
04/16/05		LATE CHARGE ASSESSMENT	10000005080000999340020	\$35.00	
05/26/05		OVERLIMIT CHARGE ASSESSMENT	10000005080000999697580	\$29.00	

MAIL PAYMENTS TO:  
 HSBC CARD SERVICES  
 PO BOX 17051  
 BALTIMORE MD 21297-1051

QUESTIONS?  
 24-HOUR AUTOMATED ACCOUNT INFORMATION  
 ENGLISH 1-800-293-4037  
 ESPA OL 1-800-293-4834

MAIL INQUIRIES TO:  
 HSBC CARD SERVICES  
 PO BOX 80084  
 SALINAS CA 93912-0084

Manage your account online at:  
[www.orchardbank.com](http://www.orchardbank.com)  
 STNT07 D F

110201 I 16 0000000508  
 PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:  
 To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number

5489-5551-0246-3710

New Balance \$1,834.80  
 Payment Due Date 07/11/05  
 Current Payment Due \$1,415.88

Make checks payable to HSBC CARD SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 to 10 days prior to the payment due date to ensure timely delivery.

Amount  
 Enclosed

03WNNYTS  
 03551024637100

TRACEY A FURROW  
 PO BOX 292  
 MORRISDALE PA 16858-0292

HSBC CARD SERVICES  
 PO BOX 17051  
 BALTIMORE MD 21297-1051

548955510246371000141500001034801

TRACEY A FURROW

**PERIODIC FINANCE CHARGE SUMMARY**  
Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	\$1,771.40	.07396X	31	\$40.60	26.99X
CASH ADVANCES	\$8.00	.07000X	31	\$8.00	24.99X

ANNUAL PERCENTAGE RATE=26.990X

\*\*May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

**IMPORTANT INFORMATION**

Your account has been placed with a collection agency. Please contact them directly,  
or call us at 1-800-388-5333.

MAIL PAYMENTS TO:  
HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

QUESTIONS?  
24-HOUR AUTOMATED ACCOUNT INFORMATION  
ENGLISH 1-803-293-4037  
ESPA OL 1-803-293-4034

MAIL INQUIRIES TO:  
HSBC CARD SERVICES  
PO BOX 80084  
SALINAS CA 93912-0084

Manage your account online at:  
[www.orchardbank.com](http://www.orchardbank.com)

110201 I 16 0000000300 STMT07 D F  
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:  
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number

5489-5551-0246-3710

New Balance \$1,834.80  
Payment Due Date 07/11/05

Current Payment Due \$1,415.80

Make checks payable to HSBC CARD SERVICES. Please write your account  
number on your check. Do not fold, staple or clip. Do not send cash. Please  
send your payment 7 to 10 days prior to the payment due date to ensure  
timely delivery.

Amount  
Enclosed

88WNYTS  
03351024637180

TRACEY A FURROW  
PO BOX 292  
MORRISDALE PA 16855-0292

HSBC CARD SERVICES  
PO BOX 17051  
BALTIMORE MD 21297-1051

548955510246371000141500001884801

**EXHIBIT B**



## CERTIFICATE OF PURCHASE

I, Kimberly Stone, hereby depose and state that:

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

Customer Name:	TRACEY A. FURROW
Original Creditor:	Household Bank
Account Number:	5489555102463710

3. On or about December 22, 2005 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: NOV 26 2007

By: [Signature]

Sworn and subscribed to before me this 26 day of November 2007.

[Signature]  
Notary Public

STEPHANIE MORRIS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 05/22/2011

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

**EXHIBIT C**

# Household Bank

## CARDMEMBER AGREEMENT AND DISCLOSURE STATEMENT

GENERIC AG1119F

Please keep this with your important papers.

### AGREEMENT TO TERMS-USE OF ACCOUNT-DEFINITION OF PARTIES

In this Cardmember Agreement and Disclosure Statement and the enclosed sheet entitled "Important Information Regarding Your Account" (collectively, the "Agreement") and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, Account, credit card or acceptance certificate, the word "Card" means a single credit card or two or more credit cards we have issued to you under this Agreement, the words "we", "us", and "our" refer to Household Bank (Nevada), N.A., Las Vegas, Nevada and the word "Account" means the open end line of credit we have established for you and which can be accessed by your Card or other means approved by us. You may not use your credit card checks to make payments to us or any of our affiliates.

This Agreement (and any amendments) covers your Account with us, and you and we will be bound by it from the time you receive your Card or Agreement. You agree to use this Account only for personal, family, household or charitable purposes. You may cancel this Account before using it without paying any fees. If your Account is a Joint Account, you and your joint Accountholder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement regardless of any divorce or other legal proceedings or any agreement that may affect liability between you. If any of you gives us notice disclaiming liability for amounts owed under this Agreement, we may close the Account. In that event, you may continue to pay the outstanding balance under the terms of this Agreement. However, you will not be able to make any new charges on the Account.

### PROMISE TO PAY

You promise to pay according to the terms that we require or request for: (a) credit extended by us to you or to anyone whom you permit to use this Account; (b) Finance Charges, late charges, and other administrative charges (e.g., returned check charge, overlimit fee and research charge) provided in this Agreement; (c) collection costs, and attorneys' fees as permitted by applicable law; and (d) credit in excess of your credit limit that we may extend to you. We can accept late or partial payments or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without waiving our right to immediate payment in full or losing any of our rights under this Agreement.

### MAXIMUM CREDIT LIMIT

You will not exceed the credit limit that we set for you. You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your credit limit. At our discretion, we may limit the amount of any type of transaction on your Account, including Cash Advances. You agree that any transaction limitations may change at any time without notice to you as long as the limit is applied to all or a substantial portion of our accounts. You agree not to allow your total unpaid balance, including Finance Charges and other charges, to exceed your credit limit established by us from time to time. We are not required to make Cash Advances (including accepting credit card checks or Automated Teller Machine ("ATM") transactions), or extend credit for purchases at your request if you have exceeded your credit

#### STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1 showing (as of the billing cycle): (a) payments, credits, purchases, Cash Advances, Finance Charges, and all other charges made to your Account; (b) the minimum payment you must make (called the "Minimum Payment") and the date it is requested; and (c) your available credit.

#### PAYMENT

Each month you must pay us at least the Minimum Payment reflected on your statement. We must receive the Minimum Payment within 25 days after the close of the billing cycle (called the "Payment Due Date"). If you wish, you may pay more than the Minimum Payment and at any time you may pay the entire amount owed (called "New Balance").

For billing cycles beginning on or after May 1, 1999, the Minimum Payment each month will be equal to the greater of:

- (a) (i) 2.5% of the New Balance or \$15, whichever is greater (or the amount of the New Balance if less than \$15), plus
- (ii) any past due amounts appearing on your statement; or
- (b) the amount by which the New Balance exceeds your credit limit.

All payments by mail must be made by check or money order. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for any reason, including if the check or money order is: (i) not drawn on the U.S. Post Office or a financial institution located in the United States; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) restrictively endorsed; (v) postdated; (vi) not payable to Household Credit Services, Inc. or Household Bank (Nevada), N.A.; (vii) not drawn in U.S. dollars on funds on deposit in the U.S.; (viii) not paid upon presentment; or (ix) drawn on a credit card account or other check issued by Household Bank or its affiliates. You agree to pay any bank or financial institution collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement. Disputed payments, including those marked "Payment in Full" or otherwise restrictively endorsed must be mailed to the Customer Service address shown on your monthly statement.

#### FINANCE CHARGES

Finance Charges are the total of (a) periodic Finance Charges and (b) Cash Advance Fee Finance Charges.

- (a) **Periodic Finance Charges.** These are computed by multiplying the "Daily Periodic Rate" by the Average Daily Balance of your Account and then multiplying the result by the number of days in the billing cycle. For billing cycles beginning on or after June 1, 1999, to get the "Daily Balance", we take the beginning debit balance of your Account each day, add any new purchases and/or Cash Advances (whether in cash, by credit card check, by ATM or otherwise), any previous day's periodic Finance Charges, the Annual Fee (if applicable), Cash Advance fees, any late charges, any overlimit fees and other administrative charges (including credit life insurance) on your Account, and subtract any payments and/or credits applied to your Account. If a debit transaction posts after the beginning of your billing cycle, but the transaction occurred prior to the beginning of your billing cycle, the daily balance will be adjusted to include the transaction amount and any previous day's periodic Finance Charges, for each day the transaction was outstanding prior to the beginning of the current billing cycle. Then we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

The Daily Periodic Rate used to determine your periodic Finance Charge will be a variable rate which may change.

The Spread, Annual Percentage Rate, Daily Periodic Rate and minimum rate of Finance Charge for the Customary APR are shown on the enclosed sheet entitled "Important Information Regarding Your Account."

The Daily Periodic Rate for the Customary APR will be based on 1/365th of the sum of the highest Prime Rate published in *The Wall*

*Street Journal* on the fourth Thursday of the month preceding the month in which the billing period begins ("Index") plus the Spread. If *The Wall Street Journal* or the Prime Rate is not published on the fourth Thursday, the rate will be determined on the next day. The Prime Rate is published in *The Wall Street Journal*. The new Daily Periodic Rate is applicable to the billing cycle that begins on or after the first day of the next succeeding month.

If your Minimum Payment is made after the Payment Due Date, if your payment is returned unsatisfied for any reason, you will no longer be eligible for any special reduced promotional Annual Percentage Rate you may have and your entire balance will be changed to the Customary APR.

You qualify for the Customary APR as long as your Minimum Payment is received and posted to your Account within 60 days of the Payment Due Date. If your Minimum Payment is 60 or more days late, your Account will no longer be eligible for the Customary APR and your entire balance will change to the Default APR. If at any time the Customary APR exceeds the Default APR, then the Customary APR will apply to the balance of your Account. Your Account may be reconsidered for a lower rate after you re-establish and maintain your Account in good standing for six consecutive months.

For billing cycles beginning on or after May 1, 1999, the Daily Periodic Rate for the Default APR will be based on 1/365th of the sum of the Index plus 20.25% ("Spread") and is applicable to the billing cycle that begins on or after the first day of the next succeeding month. For example, for billing cycles beginning December 1, 1999, the FINANCE CHARGE for the Default APR would have been a Daily Periodic Rate of .0766% (corresponding to a 27.69% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCE CHARGE for the Default APR will be a Daily Periodic Rate of .0766% (corresponding to 27.69% ANNUAL PERCENTAGE RATE). An increase in the Prime Rate will increase your applicable Daily Periodic Rate for Customary and Default APRs, which may increase the Finance Charge and the Minimum Payment due on your Account.

For billing cycles beginning on or after May 1, 1999, periodic Finance Charges on purchases begin to accrue on the date of purchase transaction (including administrative fees and billed/unpaid Finance Charges) except that no periodic Finance Charge will be incurred on new credit card purchases if the New Balance every statement is paid in full within 25 days after the close of the billing cycle (called your "Grace Period"). If the New Balance is paid in full for any cycle after having been paid in full or having a zero balance for the previous cycle, periodic Finance Charges will be incurred on new credit card purchases comprising the balance from the transaction date. For any billing cycle immediately following one for which there was a New Balance that was not paid in full within 25 days following the close of the previous billing cycle, periodic Finance Charges will be incurred on credit card purchases from the date of the transaction and on previously billed but unpaid purchases from the beginning of the current cycle.

"Cash Advances" include all advances made by cash advanced the counter, through an ATM, by check or other "cash" transactions which will be determined by us. Periodic Finance Charges on Cash Advances, including advances and purchases made by credit card check, will accrue from the date of the Advance transaction until the Cash Advance is paid in full. Periodic Finance Charges on Cash Advances which accrue after statement date will appear on the next statement.

If periodic Finance Charges are to be assessed, all transactions posted will have periodic Finance Charges initially calculated at the Daily Periodic Rate in effect on the posting date.

A change in your mailing address may result in a change to the billing cycle.

- (b) **Cash Advance Fee Finance Charges.** A Finance Charge is computed on the amount of each Cash Advance as of the date transaction. The Cash Advance Fee FINANCE CHARGE for a Cash Advance, including Cash Advances made by credit card check, is 4% of the Cash Advance, with a minimum FINANCE CHARGE of \$5. Any Cash Advance Fee Finance Charge may increase the Annual Percentage Rate.

**MINIMUM FINANCE CHARGE**

There will be a Minimum Finance Charge of 4% for each billing cycle in which a periodic Finance Charge is payable. Any Minimum Finance Charge may increase the actual Annual Percentage Rate.

**ANNUAL FEE**

The "Important Information Regarding Your Account" sheet indicates whether or not your Account is subject to an Annual Fee. If your Account has an Annual Fee, you agree to pay a non-refundable Annual Membership Fee for each year your Account is open in an amount to be set by us from time to time. You agree that the Annual Fee, if any, will be charged to your Account.

**LATE CHARGE**

If we do not receive the Minimum Payment within 25 days after the close of the billing cycle, you agree to pay a late charge.

**RETURNED CHECK CHARGE**

You agree to pay \$15 each time your payment on your Account is returned uncollected by your bank or other financial institution. You agree that this fee may be added to your Account.

You agree to pay \$25 each time a credit card check is returned unsatisfied by us for any reason. This fee will be added to your Cash Advance balance.

**OVERLAP FEE**

You agree to pay a \$25 fee for each billing cycle you exceed your credit limit.

**RESEARCH CHARGE**

You agree to pay \$7 for each sales slip copy you request and \$5 for each statement copy you request.

**APPLICATION OF PAYMENTS**

Your payments will be allocated in a manner we determine in accordance with applicable law, and may change from time to time.

**CHANGE OF TERMS (including Finance Charges):** SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGE, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES. WE MAY ASSIGN YOUR ACCOUNT TO OUR AFFILIATES OR TO SOME OTHER FINANCIAL INSTITUTION AT ANY TIME.

**DEFAULT AND TERMINATION OF AGREEMENT**

You will be in default under this Agreement upon: (a) your failure to make at least the Minimum Payment when due; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; (j) your default under any other loan or agreement you have with us or any of our affiliates; (k) your moving out of the U.S. or providing us with a non-U.S. mailing address; (l) your becoming incompetent; (m) your exceeding your credit limit; (n) your payment is returned unsatisfied by your bank or financial institution for any reason; or (o) any credit card check is returned unpaid by us. After your default, your Account balance will continue to accrue Finance Charges at the contract rate. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by

the law in the state in which you reside. Upon default, we will apply your payment first to attorneys' fees and then to principal and unpaid Finance Charges.

**CREDIT AUTHORIZATIONS**

Some purchases will require our prior authorization and you may be asked by the merchant to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor your Card.

**CARD RENEWAL**

Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

**CARD CANCELLATION**

We can terminate or reduce your credit limit at any time and for any reason, subject to the requirements of applicable law. Balances outstanding under this Agreement when your credit limit is reduced or terminated will continue to accrue Finance Charges until paid in full and are subject to all the terms and conditions of this Agreement. You agree to return to us or destroy your Card(s) and any unused credit card checks, and we will not honor any credit card check written on your Account if we receive the check after your Account is cancelled.

**CLOSING YOUR ACCOUNT**

You can cancel or close your Account by writing to us at P.O. Box 81622, Salinas, CA 93912-1622. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your Card(s) and any unused credit card checks to us. We will not honor any credit card check written on your Account if we receive the check after your Account is closed.

**LIABILITY FOR UNAUTHORIZED USE**

You should retain copies of all charge slips until you receive your statement, at which time you should verify that the charges are correct and the amounts are correct. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use if it occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon learning of the loss, theft or possible unauthorized use at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the phone number listed on your billing statement. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use not include use by a person to whom you have given the credit card authority to use the Account, and you will be liable for all use by a user. To terminate this authority, you must retrieve the credit from the previously authorized user and return it to us at the address mentioned above along with a letter explaining why you are doing

**SECURITY**

We are extending you an unsecured line of credit. We therefore may security interest that might arise under this Agreement in languages in other loan agreements you may have with us.

**LOST OR STOLEN CREDIT CARD CHECKS**

You agree to notify us immediately if any credit card checks are stolen. You may notify us by calling 1-800-985-4500.

**CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYER**

You agree to give us prompt notice of any change in your name, address, telephone number or place of employment.

**STOP PAYMENT**

We will add a \$25 fee to the Cash Advance balance each payment of a credit card check is stopped at your request. Stop payment on a credit card check by notifying us in writing: P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the telephone number listed on the billing statement. When you



## BILL OF SALE

TURTLE CREEK ASSETS, LTD., by and through its general partner, FORWARD PROPERTIES INTERNATIONAL, INC. ("Seller"), for value received and pursuant to the terms and conditions of the Purchase Agreement ("Agreement") dated October, 24, 2005 between Seller and CACH, LLC ("Purchaser"), does hereby sell, assign and convey to Purchaser, its successor and assigns, all right, title and interest of Seller in and to those certain purchased Accounts listed on the Sale File, without recourse and without representation of, or warranty of, collectibility, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 18 day of December 2005.

TURTLE CREEK ASSETS, LTD.

By: FORWARD PROPERTIES INTERNATIONAL, INC.,  
its general partner.

By:   
Gordon Engle, President

## AFFIDAVIT OF ASSIGNMENT

I am a Representative of HSBC Bank Nevada, N.A. f/k/a Household Bank (SB), N.A., (the "Seller") which owned the account of the customer named below under the account number specified.

The statements in this affidavit are based on the computerized and hard copy books and records of the Seller, maintained in the ordinary course of business, the entries having been made by a regularly operated business. The affiant is authorized to make the statements and representations herein.

Customer: TRACEY A FURROW

Account Number: 5489555102463710

A computerized ending balance was maintained on the Seller's database.

The end balance showing on the books and records of the Seller at the time of the assignment of the account to Royal Park Holdings, Inc. the assignee of FORWARD PROPERTIES, INC. was \$1,863.80.

Dated this 6 day of July, 2007.

Stuart Austin

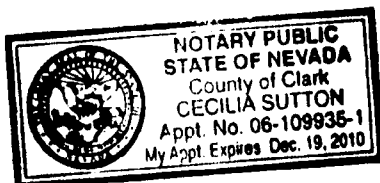
Stuart Austin  
State of Nevada  
County of Clark

Signed and sworn to before me this 6<sup>th</sup> day of July, 2007 by Stuart Austin.

Cecilia Sutton

Notary Public

My Commission expires:





VERIFICATION

I, Kimberly Stone, 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 TRACEY A. FURROW owes the balance of \$1,863.80 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

I am aware that if any of the foregoing is willfully false, I am subject to punishment.

I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

By: 

Dated: NOV 26 2007

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

# **EXHIBIT B**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104086**

Case # 08-748-CD

CACH, LLC

vs.

TRACEY FURROW

COPY

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW August 04, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO TRACEY FURROW, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	7471	10.00
SHERIFF HAWKINS	HARRISON	7471	53.39

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

# EXHIBIT C

POSTMASTER  
MORRISDALE, PA 16857

Date: October 08, 2008

*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 a boxholder) for the following:

NAME: TRACEY A. FURROW

ADDRESS: P.O. BOX 292; MORRISDALE, PA 16858

*NOTE: The name and last known address are required for change of address information.  
The name, if known and post office box address are required for boxholder information.*

The following information is provided in accordance with 39 CFR 25.6 (D)(6)(II). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.5(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g process server, attorney, party representing himself): ATTORNEY
2. Statute or regulation the empowers me to serve process  
(not required when requester is an attorney or party acting pro se-  
except a corporation acting pro se must cite statute): \_\_\_\_\_
3. The names of all known parties to the litigation: CACH, LLC. VS. TRACEY A FURROW
4. The court in which the case has been or will be heard: CLEARFIELD
5. The docket or other identifying number if one has been issued: 2008-00748-CD
6. The capacity in which the individual is to be served (e.g. defendant or witness): DEFENDANT

**WARNING**

THE SUBMISSION OF FALSE INFORMATION EITHER (1) 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 OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE UP TO \$10,000 OR IMPRISONMENT OF 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 connection with actual or prospective litigation.

Harrison Ross Byck

Signature

HARRISON ROSS BYCK, ESQ.

Printed Name

229 PLAZA BLVD - SUITE 112

Address

MORRISVILLE, PA 19067

City, State, Zip Code

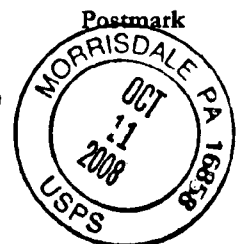
**FOR POST OFFICE USE ONLY**

- ☒ No change of address order on file.  
☐ Not known at address given.  
☐ Moved, left no forwarding address.  
☐ No such address.  
☐ Good as addressed.

NEW ADDRESS OR BOXHOLDER'S NAME  
AND STREET ADDRESS

Tracey A Furrow  
3067 Morrisdale-Airport Hwy.  
Morrisdale PA 16858


**\*\*PLEASE PROVIDE STREET ADDRESS IF A PO BOX\*\***



# EXHIBIT D

## People Search Results(1)

Print 

Personal Information	Confidence	Address History	Phone	Date Repor
TRACEY A FURROW Aliases: TRACEY A FURROW, TRACEY FURROW Gender: M Birth Date: 10/1965 SSN: 194-50-XXXX		PO BOX 292 MORRISDALE, PA 16858	814-342-4357	05/1995 - 04/2008

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

---

**CACH, LLC.**  
**4340 S. MONACO STREET – 2<sup>ND</sup> FLOOR**  
**DENVER, CO 80237**

**: IN THE COURT OF COMMON PLEAS**  
**CLEARFILED COUNTY, PENNA**

**VS.**

**TRACEY A. FURROW**  
**3067 MORRISDALE -ALLPORT HIGHWAY**  
**APARTMENT # 2-B**  
**MORRISDALE, PA 16857**

**: NO.: 2008-00748-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:

**TRACEY A. FURROW**  
**3067 MORRISDALE- ALLPORT HIGHWAY**  
**MORRISDALE, PA 16857**

BY   
HARRISON ROSS BYCK, ESQ.



COUNTY OF CLEARFILED:

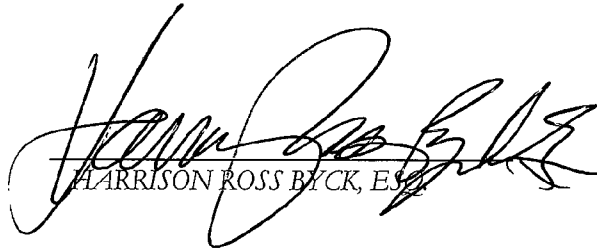
SS.

COMMONWEALTH OF PENNSYLVANIA:

**AFFIDAVIT**

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

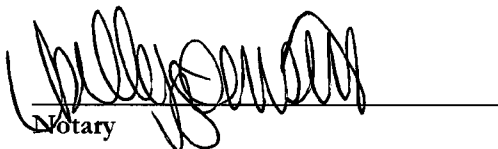
1. I performed a good faith investigation to determine the whereabouts of the Defendant(s).
1. All of my efforts, and the reason why service could not be made, are contained in the attached Petition for Alternative Service.
2. All of the facts set forth therein are true and correct to best of my knowledge,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

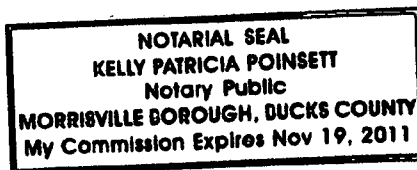
  
HARRISON ROSS BYCK, ESQ.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 2nd DAY

OF December, 2008.

  
Notary



NOTARIAL SEAL  
KELLY PATRICIA POINSETT  
Notary Public  
MORRISVILLE BOROUGH, BUCKS COUNTY  
My Commission Expires Nov 19, 2011

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

: IN THE COURT OF COMMON PLEAS  
CLEARFILED COUNTY, PENNA

VS.

TRACEY A FURROW  
3067 MORRISDALE- ALLPORT HIGHWAY  
APARTMENT # 2-B  
MORRISDALE, PA 16857

: NO.: 2008-00748-CD

: CIVIL ACTION

## ORDER

AND NOW, on this 15<sup>th</sup> day of December, 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 Defendant(s), **TRACEY A. FURROW** by posting a copy on the door of the premises at **3067 MORRISDALE -ALLPORT HIGHWAY; MORRISDALE, PA 16857**, and also by mailing copies to the Defendant(s) 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  
DEC 15 2008

3cc  
AnyBych

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

CACH, LLC.	)	CLEARFILED COUNTY
4340 SOUTH MONACO STREET 2ND	)	COURT OF COMMON PLEAS
FLOOR	)	
DENVER, CO 80237	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.: 2008-00748-CD
	)	
TRACEY A. FURROW	)	
3067 MORRISDALE-ALLPORT HIGHWAY	)	
APARTMENT # 2-B	)	
MORRISDALE, PA 16857	)	
	)	
Defendant.	)	

### PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

(\_\_\_\_) Reissue Writ

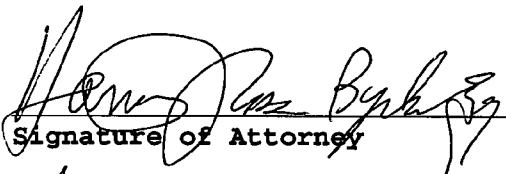
(X) Reinstate Complaint

**FILED**

MAR 16 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Any pd. 7:00  
2cc @ Reinstate  
Compl. to Shff

  
Signature of Attorney

Harrison Ross Byck Esq.  
Print Name

Attorney ID # 61511

(616)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-748-CD

CACH, LLC  
vs  
TRACEY FURROW

SERVICE # 1 OF 1

COMPLAINT & ORDER

SERVE BY: 04/15/2009 HEARING: PAGE: 105442

DEFENDANT: TRACEY FURROW  
ADDRESS: 3067 MORRISDALE ALLPORT HWY.  
MORRISDALE, PA 16857

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT & ORDER ON TRACEY FURROW, 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 3-19-09 AT 912 AM PM **POSTED** THE WITHIN

COMPLAINT & ORDER FOR TRACEY FURROW

AT (ADDRESS) 3067 Morrisdale Allport Hwy Morrisdale

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

I MAKE RETURN OF **NOT FOUND** AS TO TRACEY FURROW

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*[Signature]*  
Deputy Signature

S. Hunter  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105442  
NO: 08-748-CD  
SERVICES 1  
COMPLAINT & ORDER

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: TRACEY FURROW

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	20227	10.00
SHERIFF HAWKINS	HARRISON	20227	23.72

<sup>5</sup> FILED

03:20 PM  
JUL 17 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



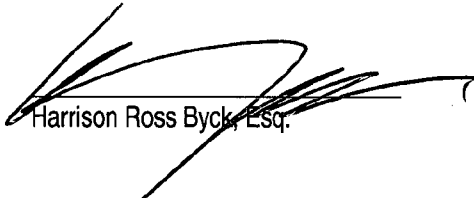
Chester A. Hawkins  
Sheriff

HARRISON ROSS BYCK, ESQ. P.C.  
Bucks County Office Center  
1276 Veterans Highway, Suite E-1  
Bristol, Pennsylvania 19007  
PH: 215.428.0666 / FX: 215.428.0740  
*Attorney for Plaintiff(s)*

<b>CACH, LLC.</b> 4340 S. Monaco Street, 2 <sup>nd</sup> Floor Denver, CO 80237  Plaintiff(s),  vs.  <b>TRACEY A FURROW</b>  Defendant(s).	<b>COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA</b>  <b>Docket No: 2008-00748-CD</b>  <b>ORDER TO SETTLE, DISCONTINUE &amp; END</b>
--	--

TO THE CLERK OF CLEARFIELD COUNTY:

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

  
Harrison Ross Byck, Esq.

**Date:** July 05, 2011

KP

**FILED**  
JUL 15 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
300A11g