



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. 2008-818-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

VS.

**KAREN HILLIARD**

(Defendant)

3184 PUNKIN RIDGE ROAD

(Street Address)

**LA JOSE, PA 15753**

(City, State ZIP)

Filed on Behalf of:

plaintiff

(Plaintiff/Defendant)

**HARRISON ROSS BYCK, ESQ.**

(Filed by)

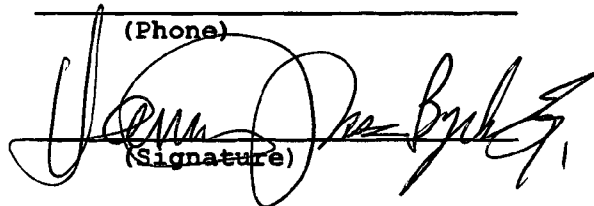
229 PLAZA BLVD - SUITE 112

MORRISVILLE, PA 19067

(Address)

215.428.0666

(Phone)



(Signature)

**FILED**

O 11:58 a.m. EK

**MAY 02 2008**

William A. Shaw

Prothonotary/Clerk of Courts

Atty Paid 95.00

2CC Atty

1CC 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

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CACH, LLC

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff, :

Vs. :

No.:

KAREN HILLIARD :  
3184 PUNKIN RIDGE ROAD :  
LA JOSE, PA 15753-7321 :

Defendant(s). :

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### COMPLAINT

To: KAREN HILLIARD  
3184 PUNKIN RIDGE ROAD  
LA JOSE, PA 15753-7321

### 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. Ademias 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.

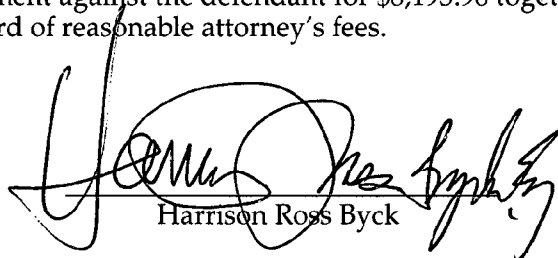
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint  
against defendant(s) KAREN HILLIARD, 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, KAREN HILLIARD, is an individuals residing at 3184 PUNKIN RIDGE ROAD; LA JOSE, PA 15753-7321.
3. Defendant, KAREN HILLIARD, is indebted to DIRECT MERCHANTS on an account stated by and between them in the amount of \$5,093.16 which balance was due and unpaid as of July 31, 2006 for credit card account number 5458 0004 2948 2363.  
<Exhibit A>
4. On or about September 7, 2006, DIRECT MERCHANTS sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) KAREN HILLIARD last tendered a payment on this account on or about November 13, 2005 for \$80.00 .
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$ -0-. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of \$4.18 per day from the default date (29.99% annual percentage rate x \$5,093.16/ 365 days) or \$4.18 x 551 days = \$2,305.80, which is accrued interest through the date of filing, plus an award of late fees of \$-0-, plus court costs \$195.00 and reasonable attorneys fees of \$600.00.  
<Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$8,193.96 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$8,193.96 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$8,193.96 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: APRIL 14, 2008

  
Harrison Ross Byck

## **EXHIBIT A**

# DIRECT MERCHANTS BANK®



CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

Make Payments Payable To: HSBC Card Services

## YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0004 2948 2363

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
----------------	-------------	---------------------	-----------------	-----------------------------	-----------------

07/31/06 0.00 0.00 0.00 08/22/06 \$

☐ New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

KAREN HILLIARD  
3184 PUNKIN RIDGE RD  
LA JOSE PA 15753-7321

024  
107739

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

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Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window.

# DIRECT MERCHANTS BANK®

## A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PAYMENTS AND CREDITS</b>					
07/31	07/31	F880000K400999990	CHARGE OFF ACCOUNT-PRINCIPALS	3852.71	
07/31	07/31	F880000K400999990	CHARGE OFF ACCOUNT *FINANCE CHARGES*	1240.45	

## YOUR ACCOUNT SUMMARY - JULY 2006

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0004 2948 2363	TOTAL CREDIT LINE	\$ 4200	PREVIOUS BALANCE	\$ 5093.16
NEW BALANCE	0.00	TOTAL AVAILABLE CREDIT	0	PURCHASES	+
MINIMUM PAYMENT DUE	0.00	CASH ADVANCE CREDIT LIMIT*	2100	CASH ADVANCES	+
AMOUNT PAST DUE	0.00	CASH ADVANCE AVAILABLE CREDIT	0	CREDITS	-
PAYMENT MUST BE RECEIVED BY	AUG 22, 2006	OVERLIMIT AMOUNT	0.00	PAYMENTS	-
		*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE		OTHER	+
				FINANCE CHARGE	+
				NEW BALANCE	=

CARDMEMBER SERVICE CENTER: 1-800-379-7999

PAYMENT BY PHONE: 877-52-PAY-CARD

FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4997 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967

SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278

MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

## A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	0.00	.08215 %	29.99 %	0.00	29.99 %		
CASH ADVANCES	0.00	.08215 %	29.99 %	0.00	29.99 %	30	JUL 31, 2006

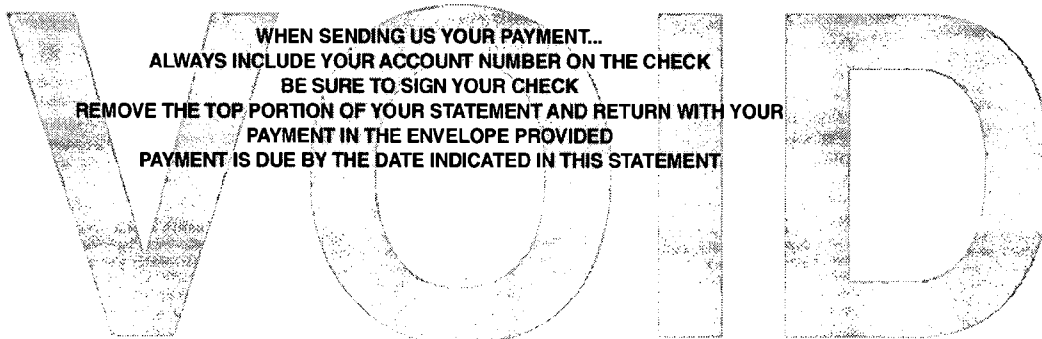
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# DIRECT MERCHANTS BANK®



CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

Make Payments Payable to: HSBC Card Services

## YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0004 2948 2363

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
07/05/06	5,093.16	1,254.00	1,079.00	07/30/06	\$

☐ New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

KAREN HILLIARD  
3184 PUNKIN RIDGE RD  
LA JOSE PA 15753-7321

324  
3923

PAYMENT CENTER  
PO BOX 17313  
BALTIMORE, MD 21297-1313

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Detach and insert this top portion in the enclosed envelope. Be sure the Payment Center address shows in the envelope window

# DIRECT MERCHANTS BANK®

## A VIEW OF YOUR RECENT CHARGES AND CREDITS

Pay Online, Anytime [www.accountcentralonline.com](http://www.accountcentralonline.com)

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
PURCHASES, CASH ADVANCES & FEES					
			*FINANCE CHARGE*		123.94
			PURCHASES \$58.40 CASH ADVANCE \$65.54		

## YOUR ACCOUNT SUMMARY - JULY 2006

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0004 2948 2363	TOTAL CREDIT LINE	\$ 4200	PREVIOUS BALANCE	\$ 4969.22
NEW BALANCE	5093.16	TOTAL AVAILABLE CREDIT	0	PURCHASES	+
MINIMUM PAYMENT DUE	1254.00	CASH ADVANCE CREDIT LIMIT*	2100	CASH ADVANCES	+
AMOUNT PAST DUE	1079.00	CASH ADVANCE AVAILABLE CREDIT	0	CREDITS	-
PAYMENT MUST BE RECEIVED BY	JUL 30, 2006	OVERLIMIT AMOUNT	893.16	PAYMENTS	-
		*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE		OTHER	+
				FINANCE CHARGE	+
				NEW BALANCE	=
					5093.16

CARDMEMBER SERVICE CENTER: 1-800-379-7989  
PAYMENT BY PHONE: 2-PAY-CARD  
FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4807 HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 17313, BALTIMORE, MD 21297-1313  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.  
Pay Online, Anytime [www.accountcentralonline.com](http://www.accountcentralonline.com)

EFFECTIVE 5/17/06, YOUR CARDMEMBER AGREEMENT AND DISCLOSURE  
STATEMENT IS AMENDED AS FOLLOWS: A CHECK BY PHONE FEE MAY BE  
ASSESSED TO YOUR ACCOUNT EACH TIME A PAYMENT IS MADE BY  
TELEPHONE EVEN IF THE PAYMENT IS MADE BY SOMEONE OTHER THAN  
YOU. THE AMOUNT OF THE FEE WILL BE DISCLOSED WHEN A CHECK BY  
PHONE IS REQUESTED.

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Ex Page 1 of 2

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WHEN SENDING US YOUR PAYMENT...  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK  
BE SURE TO SIGN YOUR CHECK  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR  
PAYMENT IN THE ENVELOPE PROVIDED  
PAYMENT IS DUE BY THE DATE INDICATED IN THIS STATEMENT

**VOID**





ACCOUNT NUMBER 5458 0004 2948 2363

## A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	2369.63	.06216 %	29.99 %	58.40	29.99 %		
CASH ADVANCES	2659.23	.06215 %	29.99 %	85.54	29.99 %	30	JUL 5, 2006

Duplicate Statement

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**VOID**

WHEN SENDING US YOUR PAYMENT,  
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PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENT IS DUE BY THE DATE INDICATED IN THIS STATEMENT.

# DIRECT MERCHANTS BANK®



CARDMEMBER SERVICES  
PO BOX 21550  
TULSA OK 74121-1550

Make Payments Payable To: HSBC Card Services

YOUR PAYMENT COUPON

ACCOUNT NUMBER 5458 0004 2948 2363

STATEMENT DATE	NEW BALANCE	MINIMUM PAYMENT DUE	AMOUNT PAST DUE	PAYMENT MUST BE RECEIVED BY	AMOUNT ENCLOSED
----------------	-------------	---------------------	-----------------	-----------------------------	-----------------

07/31/06 0.00 0.00 0.00 08/22/06 \$

☐ New address or email? Check box. See reverse side.

SEND PAYMENTS TO:

KAREN HILLIARD  
3184 PUNKIN RIDGE RD  
LA JOSE PA 15753-7321

324  
10/7/33

PAYMENT CENTER  
PO BOX 105278  
ATLANTA GA 30348-5278

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## DIRECT MERCHANTS BANK®

### A VIEW OF YOUR RECENT CHARGES AND CREDITS

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TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	CREDITS	CHARGES
<b>PAYMENTS AND CREDITS</b>					
07/31	07/31	F880000K400999990	CHARGE OFF ACCOUNT-PRINCIPALS	3652.78	
07/31	07/31	F880000K400999990	CHARGE OFF ACCOUNT FINANCE CHARGES	1245.45	

### YOUR ACCOUNT SUMMARY - JULY 2006

ACCOUNT AND PAYMENT INFORMATION		CREDIT LINE INFORMATION		ACCOUNT SUMMARY	
ACCOUNT NUMBER	5458 0004 2948 2363	TOTAL CREDIT LINE	\$ 4200	PREVIOUS BALANCE	\$ 5093.16
NEW BALANCE	0.00	TOTAL AVAILABLE CREDIT	0	PURCHASES	0.00
MINIMUM PAYMENT DUE	0.00	CASH ADVANCE CREDIT LIMIT*	2100	CASH ADVANCES	0.00
AMOUNT PAST DUE	0.00	CASH ADVANCE AVAILABLE CREDIT	0	OVERDRAFTS	5093.16
PAYMENT MUST BE RECEIVED BY	AUG 22, 2006	OVERLIMIT AMOUNT	0.00	PAYMENTS	0.00
		*CASH ADVANCE CREDIT LIMIT IS A PORTION OF YOUR TOTAL CREDIT LINE		OTHER	0.00
				FINANCE CHARGE	0.00
				NEW BALANCE	0.00

CARDMEMBER SERVICE CENTER: 1-800-379-7999  
PAYMENT BY PHONE: 877-82-PAY-CARD  
FROM OUTSIDE THE U.S. CALL COLLECT: 904-997-4897. HEARING IMPAIRED-TDD CUSTOMERS CALL: 877-902-0967  
SEND PAYMENTS TO: PAYMENT CENTER, PO BOX 105278, ATLANTA GA 30348-5278  
MAIL INQUIRIES TO: CARDMEMBER SERVICES, PO BOX 21550, TULSA, OK 74121-1550  
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.  
Pay Online, Anytime: [www.accountcentralonline.com](http://www.accountcentralonline.com)

### A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATE	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	NUMBER OF DAYS IN BILLING CYCLE	STATEMENT CLOSING DATE
PURCHASES	0.00	.08215 %	29.99 %	0.00	29.99 %		
CASH ADVANCES	0.00	.08215 %	29.99 %	0.00	29.99 %	30	JUL 31, 2006

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**VOID**

WHEN SENDING US YOUR PAYMENT...  
ALWAYS INCLUDE YOUR ACCOUNT NUMBER ON THE CHECK.  
BE SURE TO SIGN YOUR CHECK.  
REMOVE THE TOP PORTION OF YOUR STATEMENT AND RETURN WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED.  
PAYMENTS DUE BY THE DATE INDICATED IN THIS STATEMENT.

## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, **Vanesa Martinez**, 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:	KAREN HILLIARD
Original Creditor:	Direct Merchants
Account Number:	5458000429482363

3. On or about September 7, 2006 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: **DEC 18 2007**

By: 

Sworn and subscribed to before me this **DEC 18 2007** day of \_\_\_\_\_, 2007.

  
Notary Public

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

STEPHANIE MORRIS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 05/22/2011

## **EXHIBIT C**

the previously solicited card and return it to us at the aforementioned address along with a letter explaining why you are doing so.

#### LOST OR STOLEN CREDIT CARDS AND/OR CHECKS

You agree to notify us immediately if your card(s) or any checks or convenience checks are lost or stolen. You may notify us by calling 1 800 245-5968.

#### CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 1122, Tulsa, Oklahoma 74121-1222.

#### FOREIGN TRANSACTIONS

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-embodied rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

#### APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the charge of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the interest charge.

#### ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your 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 lenders, other banks, and credit reporting agencies, and that we may use this information to credit or suspend your credit privileges under the Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit 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. 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(ies). You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls, between you and our representatives in order to evaluate the quality of our service to you and to other Cardholders.

#### UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

#### SEVERABILITY

If any provision of this Agreement is found to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable. Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank<sup>SM</sup>, National Association. Salt Lake City, Utah.

(5)

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 1122, Tulsa, Oklahoma 74121-1222.

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

This notice contains important information about your rights and our responsibilities under the First Card 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 Cardholder Services, P.O. Box 1122, Tulsa, Oklahoma 74121-1222 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 unsure of.

#### 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 unpaid balance, 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 line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the part of your bill that we 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 amounts. 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 two 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 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 you still owe it.

#### 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 filed 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.

A-2000 (7/90)

(6)

5458 0001



DIRECT MERCHANTS BANK<sup>SM</sup>

## Cardholder Agreement

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

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank<sup>SM</sup>, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statement, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank<sup>SM</sup>, National Association.

#### PROMISE TO PAY

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, 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 charges, research charges) provided in this Agreement; and (c) collection costs and attorney's fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise unconditionally ordered without losing any of our rights under this Agreement.

#### CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-kind transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement. There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of \$2 per transaction.

#### MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit line may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Card Order directly above your credit card.

#### STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

(1)

**PAYMENT**

Minimum payment must be paid in order to avoid late charges, and (c) your available credit.

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 5305, Louisville, KY 40205-5305.

The minimum payment each month will be equal to 2% of the new balance or \$10, whichever is greater, or the amount of the new balance if less than \$10, plus:

- (a) any past due amounts appearing on your statement; and
- (b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without prenotification or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numerals and written amounts; (4) contains a restrictive endorsement; (5) is not cash; (6) is not payable to Direct Merchant Bank, or Direct Merchant Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentation; or (9) is drawn on a transfer or convenience check. You agree to pay any bank 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.

**HOW WE FIGURE FINANCE CHARGES**

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of 2.50.

**AVERAGE DAILY BALANCES**

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- \* The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

We add new purchases to the daily balance on the purchase date.

- \* If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

We apply payments and credits on the day they are received.

- \* The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you have cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having adequate on the transaction date shown on your periodic statement.

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amount is the average daily balance for purchases and cash advances.

**MONTHLY PERIODIC RATES**

The monthly periodic rate for purchases (as of June, 1998) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1998) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in The Wall Street Journal (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one-twelfth of the annual periodic rate for purchases. The monthly periodic rate for cash advances one-twelfth of the annual periodic rate for cash advances. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. As increases in the monthly periodic rate may increase the minimum payment due on your Account.

**ADJUSTING FOR GRACE PERIODS**

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charges on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

**LATE CHARGE**

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a \$15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

**OVER LIMIT CHARGE**

If you go over your credit line, you will be billed an over limit charge of \$15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

**RETURNED CHECK CHARGE**

You agree to pay \$15 each time you make a payment on your Account with a check that is returned undelivered by your bank or other financial institution.

**RESEARCH CHARGES**

You agree to pay \$5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

**APPLICATION OF PAYMENTS**

We apply your payments in the following order: to any unpaid finance charges, administrative charges, prenotification balances, cash advances, and purchases.

**CHANGES TO 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, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, 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 THAT APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

**DEFAULT AND TERMINATION OF AGREEMENT**

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (d) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (e) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (f) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (g) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (h) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (i) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (j) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (k) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (l) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (m) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (n) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (o) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (p) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (q) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (r) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (s) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (t) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (u) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (v) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (w) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (x) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (y) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement; (z) your failure to pay the entire amount due for the current billing cycle (called "new balance") by the date specified in your statement.

**CREDIT AUTHORIZATIONS**

Some transactions will require our prior authorization and you may be asked 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 happens. We are not responsible for any refusal 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**

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

**CLOSING YOUR ACCOUNT**

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. 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 transfer and convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

**LIABILITY FOR UNAUTHORIZED USE**

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are correct and the amounts authorized. 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 you immediately upon hearing of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this liability, you must return the credit card (even if it is not yet used).

**VERIFICATION**

I, **Vanesa Martinez**, 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.

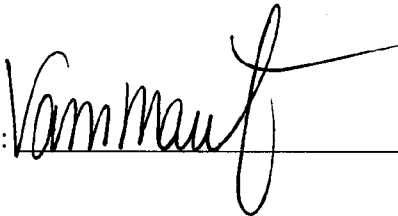
I am the Authorized Representative and a duly authorized representative of the plaintiff;

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 KAREN HILLIARD owes the balance of \$5,093.16 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: DEC 18 2007

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CACH, LLC  
vs  
KAREN HILLIARD

08-818-CD  
SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/01/2008 HEARING: PAGE: 104121

DEFENDANT: KAREN HILLIARD  
ADDRESS: 3184 PUNKIN RIDGE ROAD  
LAJOSE, PA 15753

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw  
Notary Public/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, MAY 14, 2008 AT 5:21 AM / PM (P) SERVED THE WITHIN

COMPLAINT ON KAREN HILLIARD, DEFENDANT

BY HANDING TO John Hilliard, Husband

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

ADDRESS SERVED 3184 Punkin Ridge Rd., LAJOSE Pa.  
15753

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR KAREN HILLIARD

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO KAREN HILLIARD

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James Davis  
Deputy Signature  
JAMES DAVIS  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104121  
NO: 08-818-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: KAREN HILLIARD

**FILED**  
9/3/38  
AUG 20 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	7682	10.00
SHERIFF HAWKINS	HARRISON	7682	45.27

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	COUNTY
Plaintiff(s),	)	
	)	NO: <b>2008-00818-CD</b>
vs.	)	
	)	
<b>KAREN HILLIARD</b>	)	PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
	)	

TO THE PROTHONOTARY:

Please enter a Default Judgment in favor of plaintiff, **CACH, LLC**, and against the defendant(s), **KAREN HILLIARD**, for failure to answer or otherwise respond to the Complaint in Civil Action.

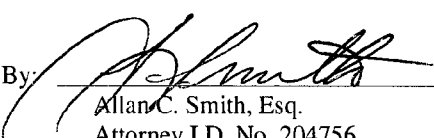
The Complaint was served upon the defendant(s) on **May 14, 2008**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **KAREN HILLIARD** by regular United States mail, postage paid, on **AUGUST 30, 2008**, is attached hereto as Exhibit "B".

Assess damages in the amount of \$ **8193.96** as follows: [a] \$ **5093.16** principal being sought in the Complaint; [b] and \$ **2305.80** interest being sought in the Complaint; [c] and reasonable attorney's fees of \$ **600.00**, or \$ **150.00** per hour, [d] and Court Costs of \$ **95.00**, [e] and Costs of Service of \$ **100.00**.

Date: **November 06, 2008**

By:

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

**FILED** *Any pd. 20.00*  
*m/12:54/30*  
**NOV 21 2008** *ICC & Notice to Def.*  
*William A. Shaw*  
*Prothonotary/Clerk of Courts* *2cc & Statement to Atty*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

08-818-CD

CACH, LLC

vs

KAREN HILLIARD

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/01/2008

HEARING:

PAGE: 104121

DEFENDANT: KAREN HILLIARD  
ADDRESS: 3184 PUNKIN RIDGE ROAD  
LAJOSE, PA 15753

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, MAY 14, 2008 AT 5:21 AM ☒ SERVED THE WITHIN

COMPLAINT ON KAREN HILLIARD, DEFENDANT

BY HANDING TO John Hilliard, Husband

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

ADDRESS SERVED 3184 Punkin Ridge Rd., LAJOSE Pa.  
15753

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR KAREN HILLIARD

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO KAREN HILLIARD

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James Davis  
Deputy Signature

JAMES DAVIS  
Print Deputy Name

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

---

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	COUNTY
Plaintiff,	)	
	)	NO: <b>2008-00818-CD</b>
vs.	)	
	)	
<b>KAREN HILLIARD</b>	)	
	)	
Defendant(s).	)	

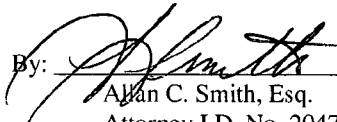
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CERTIFICATE OF SERVICE OF  
NOTICE OF INTENT TO FILE  
PRAECIPE TO ENTER JUDGMENT BY DEFAULT

I, ALLAN C. SMITH, ESQ., of full age, certify that I mailed a copy of the annexed NOTICE OF INTENT TO FILE PRAECIPE TO ENTER JUDGMENT BY DEFAULT upon defendant **KAREN HILLIARD** by United States mail, postage prepaid and certified mail, on **AUGUST 30, 2008** at his/her last address of:

**3184 PUNKIN RIDGE ROAD  
LA JOSE, PA 15753**

Date: **November 06, 2008**

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

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

**Attorney for the Plaintiff**

---

<b>CACH, LLC.</b>	)	<b>COURT OF COMMON PLEAS</b>
	)	<b>CLEARFIELD COUNTY</b>
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>No.: 2008-00818-CD</b>
	)	
<b>KAREN HILLIARD</b>	)	<b>NOTICE OF INTENT TO</b>
	)	<b>FILE PRAECIPE TO ENTER</b>
	)	<b>JUDGMENT BY DEFAULT</b>
	)	

---

**TO:**

KAREN HILLIARD  
3184 PUNKIN RIDGE ROAD  
LA JOSE, PA 15753

**IMPORTANT NOTICE**

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

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

**Lawyer Referral Service**

Dated: **August 30, 2008**

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

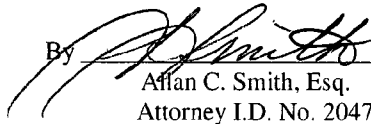
<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	COUNTY
Plaintiff,	)	
	)	NO: <b>2008-00818-CD</b>
vs.	)	
	)	
<b>KAREN HILLIARD</b>	)	
	)	
Defendant(s).	)	

CERTIFICATION OF NON-MILITARY SERVICE

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

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

Date: **November 06, 2008**

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

Department of Defense Manpower Data Center

NOV-05-2008 13:27:01



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

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

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

*Mary M. Snavelly-Dixon*

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

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

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

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

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

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

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

Report ID:CGJBVCBMAV



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

Copy

---

<b>CACH, LLC</b>	)	COURT OF COMMON PLEAS
	)	COUNTY
Plaintiff,	)	
	)	NO: 2008-00818-CD
vs.	)	
	)	
<b>KAREN HILLIARD</b>	)	
	)	
Defendant(s).	)	

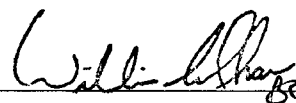
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To: **KAREN HILLIARD**  
**3184 PUNKIN RIDGE ROAD**  
**LA JOSE, PA 15753**

NOTICE

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

By:

 11/21/08  
Clerk

<u>X</u>	Judgment by Default
—	Money Judgment
—	Judgment in Replevin
—	Judgment for Possession
—	Judgment on Award of Arbitration
—	Judgment on Verdict
—	Judgment on Court Verdict

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

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

---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

OK

CACH, LLC  
Plaintiff(s)

No.: 2008-00818-CD

Real Debt: \$8,193.96

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Karen Hilliard  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 21, 2008

Expires: November 21, 2013

Certified from the record this 21st day of November, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

5  
**FILED**  
in ID: 250, w. 62  
DEC 23 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
3CC NY441

Attorney for Plaintiff

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<b>CACH, LLC.</b>	)	<b>COURT OF COMMON PLEAS</b>
<b>4340 SOUTH MONACO STREET 2ND FLOOR</b>	)	<b>CLEARFIELD COUNTY</b>
<b>DENVER, CO 80237</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>No.: 2008-00818-CD</b>
	)	
<b>KAREN HILLIARD</b>	)	
<b>3184 PUNKIN RIDGE ROAD</b>	)	
<b>LA JOSE, PA 15753</b>	)	
	)	

---

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

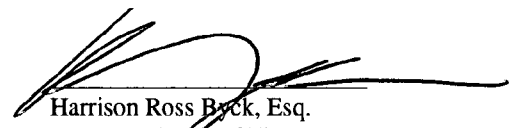
Kindly enter my appearance on behalf of **CACH, LLC.**, the plaintiff in this action.

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

**WITHDRAWAL OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly withdrawal my appearance on behalf of **CACH, LLC.**, the plaintiff in this action.

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

**Date: December 14, 2011**

**PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENTS) P.R.C.P. 3101 to 3149**

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor

Denver, Colorado 80237

Plaintiff(s).

vs.

**KAREN HILLIARD**

3184 PUNKIN RIDGE ROAD

LA JOSE, PA 15753

Defendant(s).

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-00818-CD

TO THE PROTHONOTARY: ISSUE and INDEX WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania,

(2) against **KAREN HILLIARD** Defendant(s);

(3) and against \_\_\_\_\_ Garnishee(s);

as a lis pendens against the real property of the defendant(s) in the name of the  
Garnishee(s) as follows: (Specifically describe property to be levied upon by Sheriff)

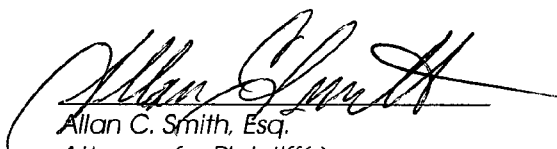
(4) Amount Due \$ 8,193.96

Interest from \_\_\_\_\_

TOTAL \_\_\_\_\_ Plus costs.

Prothonotary costs 135.00

February 02, 2012

  
Allan C. Smith, Esq.  
Attorney for Plaintiff(s)

**FILED**

5 FEB 10 2012

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd.

80.00

2CC @ Lewrits  
to Sheriff

66

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor

Denver, Colorado 80237

*Plaintiff(s),*

vs.

**KAREN HILLIARD**

3184 PUNKIN RIDGE ROAD

LA JOSE, PA 15753

*Defendant(s).*

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-00818-CD

### **WRIT OF EXECUTION—NOTICE**

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

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

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

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

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

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

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

**CLEARFIELD COUNTY BAR ASSOCIATION**

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor

Denver, Colorado 80237

Plaintiff(s).

vs.

**KAREN HILLIARD**

3184 PUNKIN RIDGE ROAD

LA JOSE, PA 15753

Defendant(s).

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-00818-CD

### CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

(1) From my personal property in my possession that has been levied upon:

(a) I desire that my \$300.00 statutory exemption be:

( ) set aside in kind (specify property to be set aside in kind): \_\_\_\_\_

( ) paid in cash following the sale of the property levied upon or

(b) I claim the following exemption (specify property and basis of exemption): \_\_\_\_\_

(2) From my property that is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: ( ) in cash; ( ) in kind (specify property): \_\_\_\_\_

(b) Social security benefits on deposit in the amount of \$ \_\_\_\_\_

(c) Other (specify amount and basis of exemption): \_\_\_\_\_

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

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

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

Defendant: \_\_\_\_\_

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE **SHERIFF OF CLEARFIELD COUNTY:**

1 NORTH 2ND STREET  
CLEARFIELD, PA 16830

---

# **WRIT OF EXECUTION**

---

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

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

**PHONE: (888) 275-6399  
FAX: (215) 428-0740**



ALLAN C. SMITH, ESQ. P.C.  
BRISTOL OFFICE CENTER  
1276 VETERANS HIGHWAY, SUITE E-1  
BRISTOL, PA 19007  
215-428-0666 / 888-275-6399

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor  
Denver, Colorado 80237

*Plaintiff(s),*

vs.

**KAREN HILLIARD**

3184 PUNKIN RIDGE ROAD  
LA JOSE, PA 15753

*Defendant(s).*

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-00818-CD

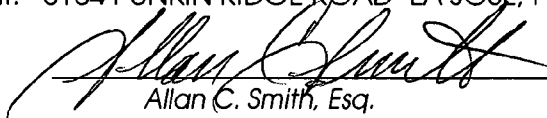
**WAIVER OF WATCHMAN**

BY ORDER OF THE SHERIFF OF CLEARFIELD COUNTY  
COURTHOUSE - CLEARFIELD, PA 16830

SIR: There will be placed in your hands for service a Writ of Execution, styled as follows:

**CACH, LLC.**, Plaintiff vs. **KAREN HILLIARD**, defendant(s),

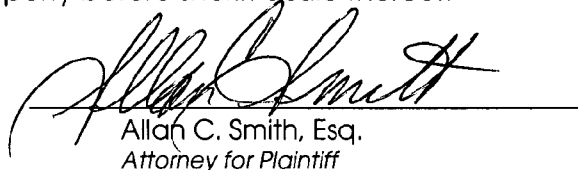
- (1) The defendant will be found at: 3184 PUNKIN RIDGE ROAD LA JOSE, PA 15753

  
Allan C. Smith, Esq.

- (2) If Writ of Execution, state below where Defendant will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach three copies of description (not place of record) together with street and number of the premises.

ANY AND ALL PERSONAL PROPERTY OF THE DEFEDNANT LOCATED AT:  
3184 PUNKIN RIDGE ROAD LA JOSE, PA 15753

- (3) **WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

  
Allan C. Smith, Esq.  
Attorney for Plaintiff

# **ORDER FOR SERVICE**

**DATE:** February 2, 2012

**PROTHY NO.:** 2008-00818-CD

**CASE TYPE:** WRIT OF EXECUTION

**TO:** SHERIFF OF CLEARFIELD COUNTY

**FROM:** **ALLAN C. SMITH, ESQ. P.C.**  
The Bucks County Office Center  
1276 Veterans Highway- Suite E-1  
Bristol, Pa 19007

**CACH, LLC.** \_\_\_\_\_  
Plaintiff,

vs.

**KAREN HILLIARD** \_\_\_\_\_  
Defendant.

**SERVE AT:** *(Must include specific instructions, also must have Apt. Number & Bldg. Number)*

**STREET ADDRESS:** **3184 PUNKIN RIDGE ROAD**

**CITY, STATE & ZIP:** **LA JOSE, PA 15753**

**TOWNSHIP:** \_\_\_\_\_

**SPECIAL INSTRUCTIONS:** *(Use other side if necessary)*

\_\_\_\_\_  
**ALL PERSONAL PROPERTY TO BE LEVIED ON**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SERVICE WAS NOT MADE BECAUSE:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

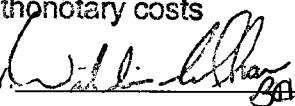
<b>CACH, LLC.</b>	:	COMMONWEALTH OF PENNSYLVANIA
4340 S. Monaco Street, 2 <sup>nd</sup> Floor	:	
Denver, Colorado 80237	:	COURT OF COMMON PLEAS
<i>Plaintiff(s).</i>	:	CLEARFIELD COUNTY, PENNSYLVANIA
vs.	:	
<b>KAREN HILLIARD</b>	:	
3184 PUNKIN RIDGE ROAD	:	Docket No. 2008-00818-CD
LA JOSE, PA 15753	:	
<i>Defendant(s).</i>	:	

**WRIT OF EXECUTION**  
TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against: **KAREN HILLIARD**, defendant(s),

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant(s) interest therein, located at: **3184 PUNKIN RIDGE ROAD LA JOSE, PA 15753**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of *(name of garnishee)*, garnishee(s), *(specifically describe property)* **(All sums due defendant(s) from garnishee(s). All property of defendant(s) possessed by garnishee(s). All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account numbers)** and to notify the garnishee(s) that:
  - (a) an attachment has been issued;
  - (b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify (him) (her) (them) that (he) (she) (they) has (have) been added as garnishee(s) and are enjoined as above stated.

REAL DEBT	\$ <b>8,193.96</b>
INTEREST	\$ _____ From
COST PAID:	\$ _____
PROTHONOTARY	\$ <u>135.00</u> Prothonotary costs

BY:  Date: 2/10/12

SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE	\$ _____



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

KAREN BAUGHMAN  
CLERK TYPIST

PETER F. SMITH  
SOLICITOR

## DETERMINATION OF PROPERTY CLAIM

CACH, LLC

Plaintiff,

V.

KAREN HILLIARD

Defendant,

CIVIL DIVISION

NO: 08-818-CD

Now, April 30, 2012, after reviewing the attached Property Claim filed by John T. Hilliard, on behalf of Karen Hilliard, I find in favor of the Claimant as the prima facie owner of the claimed property, 1 glass top table, 4 chairs, 1, Fedders Air Conditioner, 1 brown and black bench, 1 white wooden swing, at the value set forth in the claim.

The Property Claim and this Determination will be filed in the Prothonotary's Office of Clearfield County.

Sworn to this 1st day of May, 2012

So answers,

Chester A. Hawkins  
Sheriff  
Clearfield County

FILED 500  
019:25/01 Sheriff  
5 MAY 01 2012

William A. Shaw  
Prothonotary/Clerk of Courts

GV

CA

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

CACH, LLC,  
Plaintiff

vs.

KAREN HILLIARD  
Defendant

\*  
\*  
\*  
\*  
\*

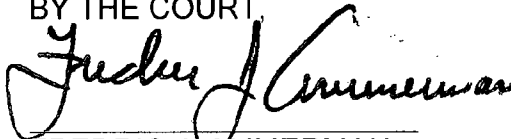
NO 08-818-CD

ORDER

NOW, this 9th day of May, 2012, it is the ORDER of this Court that a hearing on the Claim for Exemption (attached) filed by Karen Hilliard be and is hereby scheduled for the 1<sup>st</sup> day of June, 2012 at 3:00 p.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

BY THE COURT



FREDRIC J. AMMERMAN  
President Judge

FILED

100  
10:23 AM  
MAY 10 2012  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty A. Smith  
100 Def.  
(Address on claim)  
100 Sheriff  
(without memo)  
GV

William A. Shaw  
Prothonotary/Clerk of Court

MAY 10 2012

FILED

DATE: 5/10/12

\_\_\_\_ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

\_\_\_\_ Plaintiff(s) ☒ Plaintiff(s) / Attorney \_\_\_\_ Other

☒ Defendant(s) \_\_\_\_ Defendant(s) / Attorney

\_\_\_\_ Special Instructions:

CA

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor  
Denver, Colorado 80237

Plaintiff(s),

vs.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-00818-CD

**KAREN HILLIARD**

3184 PUNKIN RIDGE ROAD  
LA JOSE, PA 15753

Defendant(s).

### CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

(1) From my personal property in my possession that has been levied upon:

(a) I desire that my \$300.00 statutory exemption be:

( ) set aside in kind (specify property to be set aside in kind):

☒ paid in cash following the sale of the property levied upon or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property that is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: ( ) in cash; ( ) in kind (specify property):

(b) Social security benefits on deposit in the amount of \$

(c) Other (specify amount and basis of exemption):

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

Same as above 814-672-3792  
(Address) (Phone)

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

Date: 5/1/12

Defendant:

Karen A. Hilliard

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:  
1 NORTH 2ND STREET  
CLEARFIELD, PA 16830



KAREN A. HILLIARD

3184 PUNKIN RIDGE ROAD  
LA JOSE, PENNSYLVANIA 15753-7321

PHONE: 814-672-3792

2008 - 818-CD

---

TO: Fredric J. Ammerman, President Judge  
AND  
William A. Shaw, Prothonotary / Clerk of Courts

FROM: Karen A. Hilliard

DATE: May 28<sup>th</sup>, 2012

RE: June 1<sup>st</sup>, 2012 Hearing for the Claim of  
Exemption Filed

**FILED**

MAY 31 2012

William A. Shaw  
Prothonotary/Clerk of Courts

AS PER PSA.

REQUANT. OK

---

Dear President Judge Ammerman and Mr. Shaw,

As of today's date, I formally withdraw my request for a hearing on the Claim for Exemption regarding Case Number 08-818-CD. I have decided not to pursue this matter any further.

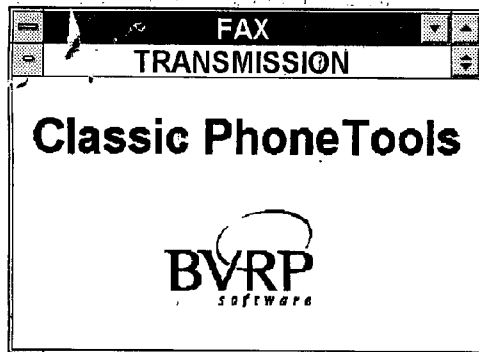
I apologize for the short notice and hope that this does not cause the court any inconvenience. Thank you, in advance, for your time and consideration regarding this matter.

Sincerely,

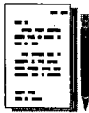
Karen A. Hilliard

/jth





<b>From:</b>	Karen A. Hilliard	
<b>Fax:</b>		<b>Phone:</b> (814) 672-3792
<b>To:</b>	Clearfield County Courthouse Fredric J. Ammerman, Pres. Judge	
<b>Date :</b> 5/28/2012 <b>Time :</b> 10:11 PM <b>page(s) :</b> 2		

**-Message-**

TO THE ATTENTION OF : FREDRIC J. AMMERMAN,  
PRESIDENT JUDGE

AND  
WILLIAM A. SHAW

Regarding Case Number : 08-818-CD (June 1st Claim for Exemption Hearing)

**U  
R  
G  
E  
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T**

3184 Punkin Ridge Road  
La Jose PA  
15753-7321  
USA



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

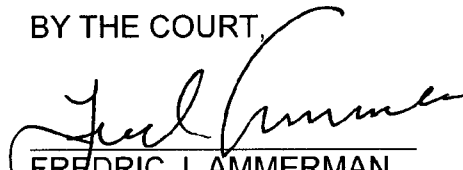
CACH, LLC,  
Plaintiff  
vs.  
KAREN HILLIARD  
Defendant

\*  
\*  
\* NO 08-818-CD  
\*  
\*

ORDER

NOW, this 31<sup>st</sup> day of May, 2012, upon receipt and review of the faxed letter from Defendant Karen Hilliard withdrawing her request for hearing on the Claim for Exemption; it is the ORDER of this Court that the hearing on the Claim for Exemption scheduled for the 1<sup>st</sup> day of June, 2012 be and is hereby CANCELED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

03:17 PM  
MAY 31 2012

William A. Shaw  
Prothonotary/Clerk of Courts

1cc Atty A. Smith  
1cc Def.

3184 Pinkin Ridge Rd.  
La Jole, PA 15753

1cc Sheriff  
(without memo)

66

FILED

MAY 31 2012

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5/3/12

\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

\_\_\_\_ Plaintiff(s) X Plaintiff(s) Attorney \_\_\_\_ Other

X Defendant(s) \_\_\_\_ Defendant(s) Attorney

\_\_\_\_ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21426  
NO: 08-818-CD

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: KAREN HILLIARD  
Execution PERSONAL PROPERTY

FILED NoCC  
MAR 08 2017  
01/10/03/17  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

SHERIFF RETURN

DATE RECEIVED WRIT: 2/10/2012

LEVY TAKEN 3/22/2012 @ 1:43 PM

POSTED 3/28/2012 @ 11:40 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/7/2017

DETAILS

3/22/2012 @ 1:43 PM SERVED KAREN HILLIARD

SERVED KAREN HILLIARD, DEFENDANT, AT HER RESIDENCE 3184 PUNKIN RIDE ROAD, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN HILLARD, SON OF DEFENDANT/ADULT AT RESIDENCE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, APRIL 2, 2012 RECEIVED A LETTER FROM JOHN Q. HILLIARD CLAIMING THE ITEMS LEVIED BELONG TO HIM AND NOT KAREN HILLIARD.

@ SERVED

NOW, APRIL 9, 2012 MAILED PROPERTY CLAIM FORM TO JOHN T. HILLIARD TO BE FILLED OUT.

@ SERVED

NOW, APRIL 18, 2012 RECEIVED PROPERTY CLALIM NOW, APRIL 30, 2012 PROPERTY DETERMINATION IN FAVOR OF THE CLAIMANT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21426  
NO: 08-818-CD

PLAINTIFF: CACH, LLC

VS.

DEFENDANT: KAREN HILLIARD

Execution PERSONAL PROPERTY

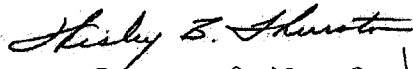
SHERIFF RETURN

---

Sheriff Thurston \$150.70

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
by Cynthia Butler-Aufhauser  
Wesley B Thurston  
Sheriff

**CACH, LLC.**

4340 S. Monaco Street, 2nd Floor  
Denver, Colorado 80237

Plaintiff(s).

vs.

**KAREN HILLIARD**

3184 PUNKIN RIDGE ROAD  
LA JOSE, PA 15753

Defendant(s).

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No. 2008-00818-CD

**WRIT OF EXECUTION**  
TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against: **KAREN HILLIARD**, defendant(s),

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant(s) interest therein, located at: **3184 PUNKIN RIDGE ROAD LA JOSE, PA 15753**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of *(name of garnishee)*, garnishee(s), *(specifically describe property)* **(All sums due defendant(s) from garnishee(s). All property of defendant(s) possessed by garnishee(s). All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account numbers)** and to notify the garnishee(s) that:
  - (a) an attachment has been issued;
  - (b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify (him) (her) (them) that (he) (she) (they) has (have) been added as garnishee(s) and are enjoined as above stated.

REAL DEBT \$ **8,193.96**  
INTEREST \$ \_\_\_\_\_ From  
COST PAID: \$ \_\_\_\_\_  
PROTHONOTARY \$ **135.00** Prothonotary costs

BY: *[Signature]* Date: 2/10/12

SHERIFF \$ \_\_\_\_\_  
STATUTORY \$ \_\_\_\_\_  
COSTS DUE \$ \_\_\_\_\_

Received this writ this 10<sup>th</sup> day  
of February A.D. 2012  
At 3:00 A.M./P.M.

*Christopher A. Hawker*  
Sheriff Say Cemetery Butler Clearfield

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME KAREN HILLIARD

NO. 08-818-CD

NOW, March 08, 2017, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Karen Hilliard to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00
SERVICE	9.00
MILEAGE	29.97
LEVY	20.00
MILEAGE	29.97
POSTING	9.00
COMMISSION	0.00
POSTAGE	1.76
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	12.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$150.70</b>

DEBT-AMOUNT DUE	8,193.96
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$8,499.66</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	150.70
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS \$285.70**

**TOTAL COSTS \$8,499.66**

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

WESLEY B. THURSTON, Sheriff

CACH, LLC

VS

KAREN HILLIARD

NO. 08-818-CD

To the Sheriff:

1. The property listed below and levied upon in this case is not the property of the defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

List of Property	Value
(1) Glass Top Table	\$160.-
(4) Chairs (\$15.- per chair)	\$60.-
(1) Fedders Air Conditioner	\$0 (*broken motor seized)
(1) Brown + Black Bench	\$15.-
*owned by my father → John Q. Hilliard	
(1) Wooden Swing-White	\$25.-
*owned by my father → John Q. Hilliard	

2. The claimant obtained title to the property as follows:

I (John T.) bought the glass top table, chairs, and air conditioner myself. (Please see back →)

Date: 4/18/12

(claimant)

Adopted Aug. 30, 1965, effective March 1, 1966.

John T. Hilliard  
John Q. Hilliard

Questions? Please call me at 814-672-3792.

Thank You!



I bought the table and chairs at Sears in Altoona, PA. I purchased the air conditioner on-line from Lowe's. These are my items and do not belong to Karen (my mother).

The bench was bought by my father (John Q.) at the Dollar General in Irvona, PA. And the wooden swing was bought for his grandmother for \$25. - It was returned to him when she passed away. These are his items and do not belong to Karen (his wife).

Thank you!

John T. Hilliard (8/5/73)

John Q. Hilliard (6/21/50)

Rule - 3259

## Sheriff's Notice

CACH, LLC

VS

KAREN HILLIARD

NO. 08-818-CD

To the Defendant and all other parties in interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by JOHN HILLIARD claiming property listed therein. Unless an appraisal of the property is requested within ten (10) days from the date of this notice, the sheriff without making an appraisal will accept the value of the property set forth in the claim.

Date: April 24, 2012

\_\_\_\_\_  
Sheriff of Clearfield County

\_\_\_\_\_  
Deputy

Adopted Aug. 30, 1965, effective March 1, 1966.

CACH, LLC.

4340 S. Monaco Street, 2nd Floor

Denver, Colorado 80237

Plaintiff(s),

vs.

KAREN HILLIARD

3184 PUNKIN RIDGE ROAD

LA JOSE, PA 15753

Defendant(s).

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008

REC.

5-8-12

### CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

(1) From my personal property in my possession that has been levied upon:

(a) I desire that my \$300.00 statutory exemption be:

( ) set aside in kind (specify property to be set aside in kind):

☒ paid in cash following the sale of the property levied upon or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property that is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: ( ) in cash; ( ) in kind (specify property):

(b) Social security benefits on deposit in the amount of \$

(c) Other (specify amount and basis of exemption):

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

Same as above 814-672-3792

(Address)

(Phone)

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

Date: 5/1/12

Defendant: Karen A. Hilliard

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:  
1 NORTH 2ND STREET  
CLEARFIELD, PA 16830



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641

FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

KAREN BAUGHMAN  
CLERK TYPIST

PETER F. SMITH  
SOLICITOR

## DETERMINATION OF PROPERTY CLAIM

CACH, LLC

Plaintiff,

V.

KAREN HILLIARD

Defendant,

CIVIL DIVISION  
NO: 08-818-CD

Now, April 30, 2012, after reviewing the attached Property Claim filed by John T. Hilliard, on behalf of Karen Hilliard, I find in favor of the Claimant as the prima facie owner of the claimed property, 1 glass top table, 4 chairs, 1, Fedders Air Conditioner, 1 brown and black bench, 1 white wooden swing, at the value set forth in the claim.

The Property Claim and this Determination will be filed in the Prothonotary's Office of Clearfield County.

Sworn to this 1st day of May, 2012

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

MAY 01 2012

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

So answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff  
Clearfield County

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

CACH, LLC,

Plaintiff

vs.

KAREN HILLIARD

Defendant

\*  
\*  
\*  
\*  
\*

NO 08-818-CD

ORDER

NOW, this 9th day of May, 2012, it is the ORDER of this Court that a hearing on the Claim for Exemption (attached) filed by Karen Hilliard be and is hereby scheduled for the 1<sup>st</sup> day of June, 2012 at 3:00 p.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN

President Judge

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

MAY 10 2012

Attest.

*William B. Shaw*  
Prothonotary/  
Clerk of Courts

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

CACH, LLC,

Plaintiff

vs.

KAREN HILLIARD

Defendant

\*  
\*  
\*  
\*  
\*

NO 08-818-CD

**ORDER**

NOW, this 31<sup>st</sup> day of May, 2012, upon receipt and review of the faxed letter from Defendant Karen Hilliard withdrawing her request for hearing on the Claim for Exemption; it is the ORDER of this Court that the hearing on the Claim for Exemption scheduled for the 1<sup>st</sup> day of June, 2012 be and is hereby CANCELED.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

MAY 31 2012

Attest.

*William B. [Signature]*  
Prothonotary/  
Clerk of Court



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
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MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

April 9, 2012

John T. Hilliard  
3184 Punkin Ridge Road  
LaJose, PA 15753

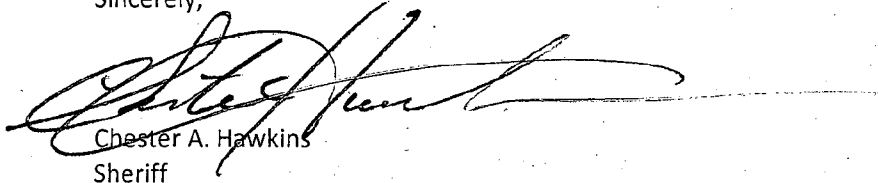
Dear John T. Hilliard,

While I appreciate receiving your letter, I am enclosing a Property Claim Form that is required to be filled out in order to make the appropriate determination in this case. I do understand your situation related to the 1997 Ford; however, the vehicle legally belongs to Karen Hilliard and will be held to the levy.

Please fill out the Property Claim Form and return it to my office as soon as possible along with your phone number in case we need to contact you.

If you have any questions or concerns please contact me at the office (814)765-2641.

Sincerely,



Chester A. Hawkins  
Sheriff