



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.

08-833-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

VS.

**DENISE SPANGLE**

(Defendant)

628 FOREST STREET

(Street Address)

**COALPORT, PA 16627**

(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**

MAY 12 5 28 PM  
MAY 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2cc Atty  
ICC Sheriff  
Atty pd. \$95.00

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.:

DENISE SPANGLE :  
628 FOREST STREET :  
COALPORT, PA 16627-0087 :

Defendant(s). :

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### COMPLAINT

To: DENISE SPANGLE  
628 FOREST STREET  
COALPORT, PA 16627-0087

### 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.

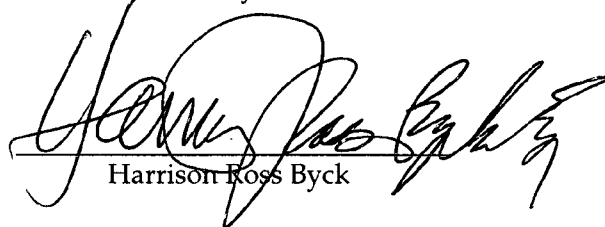
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) DENISE SPANGLE, 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, DENISE SPANGLE, is an individuals residing at 628 FOREST STREET; COALPORT, PA 16627-0087.
3. Defendant, DENISE SPANGLE, is indebted to GE ELECTRIC CAPITAL CORP/GE MONEY BANK on an account stated by and between them in the amount of \$3,058.61 which balance was due and unpaid as of June 25, 2006 for credit card account number 6008 8934 6338 0182. <Exhibit A>
4. On or about August 8, 2006, GE ELECTRIC CAPITAL CORP/GE MONEY BANK sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) DENISE SPANGLE last tendered a payment on this account on or about November 18, 2005.
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$ -0-. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of \$2.09 per day from the default date (24.99% annual percentage rate x \$3,058.61/ 365 days) or \$2.09 x 600 days = \$1,256.46, 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 \$300.00. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$4,810.07 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$4,810.07 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$4,810.07 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: APRIL 14, 2008

  
Harrison Ross Byck

## **EXHIBIT A**

6008893463380182

## ACCOUNT SUMMARY

Account Number	346-338-018-2	Minimum Payment Due	\$1,117.00
Previous Balance	\$3,058.61	Payment Due Date	06/27/06
(-) Payments & Credits	\$3,058.61	Credit Limit	\$2,650.00
(+) Charges	\$0.00	Available Credit	
(+) FINANCE CHARGES (NET)	\$0.00	Billing Date	06/25/06
New Balance	\$0.00	Days in Billing Period	28

PAGE 01 OF 01 For account information call: 1-800-542-0800 Write: P.O. BOX 981131 EL PASO, TX 79998 Online: jcpenny.com

## TRANSACTION SUMMARY

Tran Date	Reference Number	Balance Type	Item Description	Charges	Payments & Credits
06-25	< F911900J000999990	R	CHARGE OFF ACCOUNT-PRINCIPALS		2549.06
06-25	< F911900J000999990	R	CHARGE OFF ACCOUNT "FINANCE CHARGES"		509.53

## FINANCE CHARGE

BALANCE TYPE	COMPUTED ON AVERAGE DAILY BALANCE	PERIODIC RATE(S)%	CORRESPONDING ANNUAL PERCENTAGE RATE(S) %
REGULAR	E	0.00 .06847 daily	24.99

Your Balance Computation Method is indicated above. See reverse side for an explanation.

ANNUAL PERCENTAGE RATE FOR THIS BILLING PERIOD	24.990%	TOTAL PERIODIC FINANCE CHARGE	.00
--	---------	-------------------------------	-----

Please note your mailed payment must be received by 5PM or your in-store payment must be received during store hours on the due date. Your payment may be converted into an electronic debit. See reverse for details.

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT  
JCPENNEY ACCOUNT NUMBER 346-338-018-21  
PAYMENT SHOULD REACH US BY: 06-27-06

TOTAL BALANCE	MINIMUM PAYMENT
.00	1117.00

Remit to GEMB



CHECK HERE IF ADDRESS/PHONE NUMBER HAS CHANGED. SEE REVERSE SIDE.

FILL IN TOTAL BELOW

\$       .  DENISE A SPANGLE  
1244 EVERGREEN DR  
COALPORT PA 16627-8950PO BOX 980001  
ORLANDO, FL 32898-0001

11662789504481

132896000111

0000000

382

3463380182 20 01117000000000

## **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:	<b>DENISE SPANGLE</b>
Original Creditor:	<b>GE MONEY BANK</b>
Account Number:	<b>6008893463380182</b>

3. On or about **8/8/2006** 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: January 9, 2008

By:

  
**Kimberly Stone**

Sworn and subscribed to before me this January 9, 2008.

  
Notary Public

**STEPHANIE MORRIS**  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 05/22/2011

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

## **EXHIBIT C**

## KEY CREDIT TERMS

ANNUAL PERCENTAGE RATE FOR PURCHASES
21.0% (19.8% for Puerto Rico and U.S. Virgin Islands residents)
DELINQUENCY RATE*
24.99% (23.8% for Puerto Rico and U.S. Virgin Islands residents)
GRACE PERIOD FOR REPAYMENT OF THE BALANCE FOR PURCHASES
25 days if no previous balance or full payment is made; otherwise, none.
METHOD OF COMPUTING THE BALANCE FOR PURCHASES
Average Daily Balance (including New Purchases)
MINIMUM FINANCE CHARGE
\$1.00 (\$0 for Puerto Rico and U.S. Virgin Islands residents)

**Late Payment Fee:** \$10 if the New Balance after the Payment Due Date is under \$50; \$20 if the New Balance is \$50-\$99.99; \$25 if the New Balance is \$100.00-\$499.99; and \$29 if the New Balance is \$500 or more. No more than \$15 in IA or \$25 for Puerto Rico and U.S. Virgin Islands residents.

**Returned Check Fee:** \$25 (\$20 in IA; \$10 for Puerto Rico and U.S. Virgin Islands residents).

\*The Delinquency Rate will apply if the required Minimum Payment is past due twice in any six consecutive billing periods. Once in effect, if you are not late with any required minimum payment for six consecutive billing periods, with the next statement you receive the rate will return to the rate applicable to your Account before the Delinquency Rate was imposed.

The information above is accurate as of July 2005. This information may have changed after that date. To find out what may have changed, write us at P.O. Box 981403, El Paso, TX 79998-1403; Puerto Rico and U.S. Virgin Island residents: P.O. Box 364788, San Juan, PR 00936-4788.

You affirm that the information you have submitted is complete and truthful. You authorize us to make inquiries we consider necessary (including requesting reports from consumer reporting agencies and other sources) in evaluating your application, and

subsequently, for purposes of reviewing, maintaining or collecting your Account. You also understand that the JCPenney Credit Card agreement ("Agreement") will govern your Account, the terms of which are hereby incorporated by reference into and made a part of this application, and that THE AGREEMENT'S TERMS INCLUDE AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT YOUR RIGHTS. Your signature on this application represents your signature on the Agreement. You understand that there is no agreement between us until we approve your application. You understand that you may apply for your own Account regardless of your marital status. After credit approval and subject to the governing credit agreement, each Applicant may use this Account and will each be liable for all credit extended under this Account to any Applicant or Authorized User.

## INITIAL DISCLOSURE STATEMENT

The following is an initial disclosure statement. If you are approved for a JCPenney credit card, a complete credit card agreement ("Agreement") governing your JCPenney credit card account ("Account") will be sent to you. The JCPenney credit card is issued by GE Money Bank ("Bank"). In this disclosure statement, "we", "us", and "our" mean the Bank; "you" and "your" mean all persons who we approve to use the Account; and "Card" means your JCPenney Credit Card.

### FINANCE CHARGES.

- The Finance Charge for a billing period is calculated (except for Puerto Rico and U.S. Virgin Island residents) by applying the applicable daily Periodic Rate to the Account balance subject to Finance Charge for each day in the billing period and adding together all of those daily Finance Charge amounts. For Puerto Rico and U.S. Virgin Island residents, the Finance Charge for a billing period is calculated by applying the applicable monthly Periodic Rate to the Account balance subject to Finance Charge for the billing period. Except for Puerto Rico and U.S. Virgin Island residents, there is a minimum **FINANCE CHARGE** of **\$1.00** for a billing period in which a Finance Charge is assessed.
- The Periodic Rate for your Account is the Standard Rate, unless the Delinquency Rate applies as described below. For all Accounts except Puerto Rico and U.S. Virgin Island residents, the Standard Rate for a billing period is **.05754% (ANNUAL PERCENTAGE RATE 21%)**. For Puerto Rico and U.S. Virgin Island residents, the Standard Rate for a billing period is **1.65% (ANNUAL PERCENTAGE RATE 19.8%)**.
- If you do not make your required Minimum Payment by the Payment Due Date two times in any six consecutive billing periods, the next Statement you receive will reflect the Delinquency Rate (rather than the Standard Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement. For all Accounts except Puerto Rico and U.S. Virgin Island residents, the Delinquency Rate is **.06847% (ANNUAL PERCENTAGE RATE 24.99 %)**. For Puerto Rico and U.S. Virgin Island residents, the Delinquency Rate is **1.9833% (ANNUAL PERCENTAGE RATE 23.8 %)**. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in six consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

### BALANCE SUBJECT TO FINANCE CHARGE.

- The balance subject to Finance Charge is calculated separately for Regular Charges and Major Purchase Charges.  
The balance subject to Finance Charge (except for Puerto Rico and

U.S. Virgin Island residents) is the Daily Balance of the Account. For Puerto Rico and U.S. Virgin Island residents, the Balance subject to Finance Charge is the Average Daily Balance of the Account. However, there is no Balance subject to Finance Charge for a billing period if there is no Previous Balance on your Account for that billing period or the sum of your payments and credits on your Account received during the billing period is at least equal to the Previous Balance.

- B.** To determine the Account balance subject to Finance Charge, we take the prior day's Balance of your Account, which includes any unpaid Finance Charges (except for Puerto Rico and U.S. Virgin Island residents), and add any new Purchases and other debits for that day and subtract any payments and other credits applied that day. Each day, except for Puerto Rico and U.S. Virgin Island residents, we also add any Finance Charges and fees assessed that day. Insurance premiums, if any, are not included. This gives us the "Daily Balance" of the Account. To determine the Average Daily Balance of the Account for Puerto Rico and U.S. Virgin Island residents, we add together the Daily Balances for each day in the billing period and divide the total by the number of days in the billing period. Except for Puerto Rico and U.S. Virgin Island residents, any Daily Balance of less than zero will be treated as zero. For Puerto Rico and U.S. Virgin Island residents, any Average Daily Balance of less than zero will be treated as zero.

**WHEN FINANCE CHARGES BEGIN TO ACCRUE.** If there is no Previous Balance for the billing period or the sum of your payments and credits for the billing period is at least equal to the Previous Balance, new Purchases and other charges in that billing period will begin to accrue a Finance Charge as of the first day of the next billing period if a Finance Charge is imposed in the next billing period. If there is a Previous Balance for the billing period and the sum of your payments and credits for the billing period is not at least equal to the Previous Balance, new Purchases and other charges in that billing period will begin to accrue a Finance Charge from the later of the date of the transaction or the first day of the billing period in which the transaction is posted to your Account.

**PAYMENTS.** You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will not be less than the total of any unpaid Finance Charges and insurance premiums due. The Minimum Payment is calculated as follows:

- i. Except as noted below for Puerto Rico and U.S. Virgin Island residents and Major Purchase Charge balances, your Minimum Payment for Regular Charge balances is equal to the greater of \$15 or 5% of the total of the New Balance (rounded down to the whole dollar); however, when the New Balance is less than \$15, you must pay us that New Balance. In addition, your Minimum Payment will include any past due amounts and credit insurance premiums.
- ii. If you have a Major Purchase Charge balance, you agree to pay at least a fixed Minimum Payment each month. The fixed Minimum Payment is as follows and is based on your highest Major Purchase Charge balance since your Major Purchase Charge balance was zero: if such balance is up to and including \$600, your Minimum Payment is \$15; and over \$600, your Minimum Payment is 2.5% of the balance rounded down to the whole dollar. In addition, your Minimum Payment will include any past due amounts and credit insurance premiums.
- iii. For Puerto Rico and U.S. Virgin Island residents, your Minimum Payment is equal to the greater of \$10 or 5% of the total of the New Balance (rounded down to the whole dollar); however, when the New Balance is less than \$10, you must pay us that New Balance. In addition, your Minimum Payment will include any past due amounts and credit insurance premiums.

We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional purchases), and the timing and amount of your payments. If you have any questions about the allocation of your payment or would prefer to choose a different payment allocation option we offer, please call customer service at 1-800-542-0800 (For Puerto Rico and U.S. Virgin Island residents, please call 1-800-981-8400).

**FEES.** You agree to pay the following fees.

**A. (a)** Except as noted below for Puerto Rico and U.S. Virgin Island residents, we may impose a Late Payment Fee if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance after the Payment Due Date. The Late Payment Fee will be \$10 for a New Balance of under \$50; \$20 for a New Balance of \$50 to \$99.99; \$25 for a New Balance of \$100 to \$499.99; and \$29 for a Balance of \$500 or more. The Late Payment fee will not exceed \$15 in IA.

**(b)** For Puerto Rico and U.S. Virgin Island residents, subject to the limitations set forth below, we may impose a Late Payment Fee of \$25 if we do not receive your required Minimum Payment by the Payment Due Date shown on your Statement. If your New Balance after the Payment Due Date is less than \$50, the Late Payment Fee will not exceed \$10. After you are assessed a Late Payment Fee, you will not be assessed another Late Payment Fee unless there is new Debit Activity on your Account after the billing period for which the prior Late Payment Fee was assessed. As used herein, "Debit Activity" shall occur when new purchases are included in the Minimum Payment Due on your Account or credit insurance premiums are assessed on your Account.

**B.** A Returned Check Fee of \$25 (\$20 in IA; \$10 for Puerto Rico and U.S. Virgin Island residents) if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

**CHANGE IN TERMS.** We may, at any time and subject to applicable law, change, add or delete provisions of the Agreement ("Terms Change") or terminate your Account. Unless prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account.

**ARBITRATION.** The Agreement contains an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate as a representative or member of a class action. You have a right to reject the arbitration provision, by following the instructions in the arbitration provision. If you reject arbitration, it will have no effect on any other terms of the Agreement.

## 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 **DENISE SPANGLE** owes the balance of **\$3,058.61** 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: \_\_\_\_\_

**Kimberly Stone**

Dated: January 9, 2008

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-833-CD

CACH, LLC  
vs  
DENISE SPANGLE

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/04/2008 HEARING: PAGE: 104132

DEFENDANT: DENISE SPANGLE  
ADDRESS: 628 FOREST ST.  
COALPORT, PA 16627

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 5:35 AM/PM SERVED THE WITHIN

COMPLAINT ON DENISE SPANGLE, DEFENDANT

BY HANDING TO Denise Spangle, Def

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

ADDRESS SERVED 534 WALNUT ST., Coalport Pa.  
16627

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

COMPLAINT FOR DENISE SPANGLE

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

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

I MAKE RETURN OF **NOT FOUND** AS TO DENISE SPANGLE

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

FILED

0/8:51 am  
MAY 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CACH, LLC,

Plaintiff

CIVIL DIVISION

No. 08 - 833 - CD

vs.

DENISE SPANGLE,

Defendant

**PRELIMINARY OBJECTIONS TO  
PLAINTIFF'S COMPLAINT**

Filed on Behalf of:

Defendant, DENISE SPANGLE

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

**FILED** 

MAY 19 2008

013:00/LW

William A. Shaw

Prothonotary/Clerk of Courts

3 cert to Att

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

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

CACH, LLC, :  
Plaintiff : No. 08 - 833 - CD  
 :  
vs. :  
 :  
DENISE SPANGLE, :  
Defendant :

**DEFENDANT'S PRELIMINARY OBJECTIONS  
TO PLAINTIFF'S COMPLAINT**

Defendant, DENISE SPANGLE, through her attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to the Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about May 15, 2008, alleging a credit card account between Defendant and GE Money Bank.

2. Plaintiff alleges there is an unpaid balance on the credit card account of Four Thousand Eight Hundred Ten Dollars and Seven Cents (\$4,810.07).

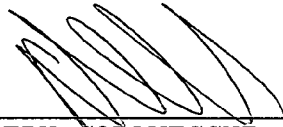
3. Plaintiff failed to attach a signed copy of the alleged credit card agreement between Defendant and GE Money Bank.

4. Plaintiff has failed to produce detailed statements of the account showing all purchases and/or charges made on said account and how Plaintiff calculates the amount claimed to be due.

5. Plaintiff fails to state what, if any charges were made for interest, late fees and other various items which may have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement, a detailed monthly statement of the account setting out purchases and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff in order to enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



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JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CACH, LLC,

Plaintiff

CIVIL DIVISION

No. 08 - 833 - CD

vs.

DENISE SPANGLE,

Defendant

**RULE**

Filed on Behalf of:

Defendant, DENISE SPANGLE

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

**FILED**

*0 2:06 PM EX 3 CC ATTY COLAVECCHI*  
**MAY 21 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CACH, LLC,

Plaintiff : No. 08 - 833 - CD

vs.

DENISE SPANGLE,

Defendant :

**FILED**

02:06 P.M. CK

**MAY 21 2008**

3 CL ATTY

J. Colavecchi

William A. Shaw  
Prothonotary/Clerk of Courts

CK

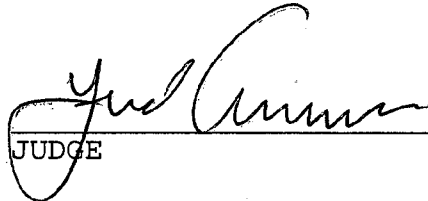
**RULE**

AND NOW, this 21 day of May, 2008, upon consideration of the foregoing Preliminary Objections to Plaintiff's Complaint filed on behalf of the Defendant, a Rule is issued on the Plaintiff to appear and show cause why the relief requested therein should not be granted.

Rule made Returnable the 4<sup>th</sup> day of August, 2008, at 11:00 A.M., Clearfield County Courthouse, Courtroom No. 1.

A total of one-half (1/2) hour has been set aside for this hearing.

BY THE COURT:

  
JUDGE

DATE: 5-21-08

☒ 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:

**FILED**

**MAY 21 2008**

**William A. Shaw  
Prothonotary/Clerk of Courts**

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

CACH, LLC,

Plaintiff : No. 08 - 833 - CD

vs.

DENISE SPANGLE,

Defendant :


FILED No CC.  
9/2:55 am  
MAY 23 2008  
(15)

**CERTIFICATE OF SERVICE**

William A. Shaw  
Prothonotary/Clerk of Courts

I hereby certify that a true and correct copy of the Defendant's Preliminary Objections and Rule Returnable in the above-captioned action was mailed by First Class Mail, postage prepaid, the 22<sup>nd</sup> day of May 2008, to the attorney of record:

Harrison Ross Byck  
Attorney at Law  
229 Plaza Boulevard  
Suite 112  
Morrisville, PA 19067

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendant  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

Dated: 5/22/08

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

CA

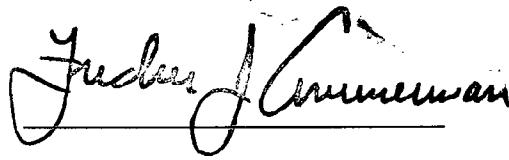
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CACH, LLC :  
VS. : NO. 08-833-CD  
DENISE SPANGLE :

O R D E R

AND NOW, this 4th day of August, 2008, following argument by counsel for the Defendant on the Preliminary Objections filed on behalf of Denise Spangle, with the Court noting the failure of the Plaintiff to appear either by representative or by counsel, it is the ORDER of this Court that the above-captioned case be and is hereby dismissed.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

**FILED**  
0111:3484  
AUG 05 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
2cc Atty: Byck  
J. Colavecchi  
(cl)

FILED

AUG 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/5/08  
☐ 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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104132  
NO: 08-833-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: DENISE SPANGLE

FILED  
07/31/08  
AUG 20 2008  
610

William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	7680	10.00
SHERIFF HAWKINS	HARRISON	7680	46.28

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CACH, LLC,

Plaintiff

CIVIL DIVISION

No. 08 - 833 - CD

vs.

DENISE SPANGLE,

Defendant

**PRAECIPE TO ENTER JUDGMENT**

Filed on Behalf of:

Defendant, DENISE SPANGLE

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED <sup>670</sup> *Att. pd.*  
*012:3261* *20.00*  
SEP 16 2008 *No CC*

William A. Shaw  
Prothonotary/Clerk of Courts

*Notice to Piff*  
*clo Att. Byck*

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

CACH, LLC,

Plaintiff : No. 08 - 833 - CD

vs.

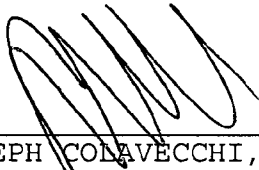
DENISE SPANGLE,

Defendant :

*PRAECIPE TO ENTER JUDGMENT*

TO: WILLIAM SHAW, PROTHONOTARY

A Court Order having been issued on August 4, 2008, dismissing the Complaint as filed in this case and being in favor of Denise Spangle, and more than 30 days having passed since the date of this Order, please issue judgment in favor of Defendant against Plaintiff.

  
\_\_\_\_\_  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendant

COPY

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

CACH, LLC, :  
: NO. 08 - 833 - CD  
: Plaintiffs  
VS. :  
DENISE SPANGLE, :  
: Defendants

NOTICE OF FILING JUDGMENT

( X ) Notice is hereby given that a Judgment in the above-captioned matter has been entered against you ~~in the amount of~~ \$                      on September 16, 2008.

( ) A copy of all documents filed with the Prothonotary in support of the within Judgment is/are enclosed.

William L. Hagan  
PROTHONOTARY

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

If you have any questions regarding this Notice, please contact the filing party:

Name: Joseph Colavecchi, Esquire  
Address: 221 E. Market Street  
Clearfield, PA 16830  
Telephone Number: 814/765-1566

(This Notice is given in accordance with PA R.C.P. 236)

Notice sent to:

CACH, LLC  
Name: c/o Harrison Ross Byck  
Address: Attorney at Law  
229 Plaza Blvd, Suite 112  
Morrisville, PA 19067