

08-1201-CD  
CACH LLC vs Gail Pennington

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. 08-1601-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

VS.

**GAIL PENNINGTON**

(Defendant)

5200 IRVONA ROAD

(Street Address)

IRVONA, PA 16656

(City, State ZIP)

Filed on Behalf of:

(Plaintiff/Defendant)

HARRISON ROSS BYCK, ESQ.

(Filed by)

229 PLAZA BLVD - SUITE 112

MORRISVILLE, PA 19067

(Address)

215.428.0666

(Phone)



(Signature)

FILED Atty pd. \$95.00

JUN 30 2008

acc Atty

William A. Shaw  
Prothonotary/Clerk of Courts 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.:  
GAIL PENNINGTON :  
5200 IRVONA ROAD :  
IRVONA, PA 16656-9052 :  
Defendant(s). :  

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### COMPLAINT

To: GAIL PENNINGTON  
5200 IRVONA ROAD  
IRVONA, PA 16656-9052

### NOTICE

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

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

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

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes. Usted tiene veinte (20) días de plaza al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia 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 tomará medidas y puede continuar la demanda en contra suya sin previo Aviso o notificación. Además la corte puede decidir a favor del demandante y requiere que usted 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 SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

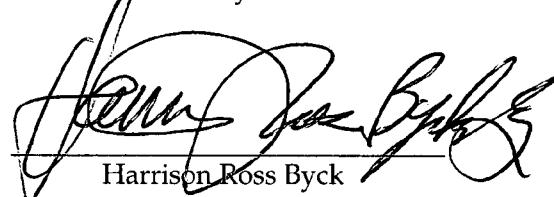
SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 51  
(800) 692-7375

Plaintiff, CACH, LLC, by its attorney Harrison Ross Byck, by way of complaint against defendant(s) GAIL PENNINGTON, 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, GAIL PENNINGTON, is an individuals residing at 5200 IRVONA ROAD; IRVONA, PA 16656-9052.
3. Defendant, GAIL PENNINGTON, is indebted to BANK OF AMERICA, N.A. on an account stated by and between them in the amount of \$6,243.93 which balance was due and unpaid as of June 26, 2005 for credit card account number 4888 9369 9403 6345. <Exhibit A>
4. On or about December 11, 2006, BANK OF AMERICA, N.A. sold the debt for good and valuable consideration to plaintiff, CACH, LLC. <Exhibit B>
5. Defendant (s) GAIL PENNINGTON last tendered a payment on this account on or about November 19, 2004 for \$56.00.
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 \$5.13 per day from the default date (29.99% annual percentage rate x \$6,243.93 / 365 days) or \$5.13 x 494 days = \$2,534.36, 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 \$1,248.79. <Exhibit A>
9. The defendant, being indebted to the plaintiff in the sum or \$10,222.08 upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of \$10,222.08 and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for \$10,222.08 together with other interest, costs of suit, and an award of reasonable attorney's fees.

Date: MAY 30, 2008



Harrison Ross Byck

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## **EXHIBIT A**



GAIL L PENNINGTON

Account Number: XXXX-XXXX-XXXX-1076

Bank of America 

Page 3 of 4

Customer Corner

**Finance Charge Summary**

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	29.990%	0.08217% v D	\$2,729.56	\$69.53 P
Cash	29.990%	0.08217% v D	\$1,155.48	\$29.44 P

**ANNUAL PERCENTAGE RATE 29.990%**

v=Variable

## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, **Kimberly Stone**, hereby depose and state that:

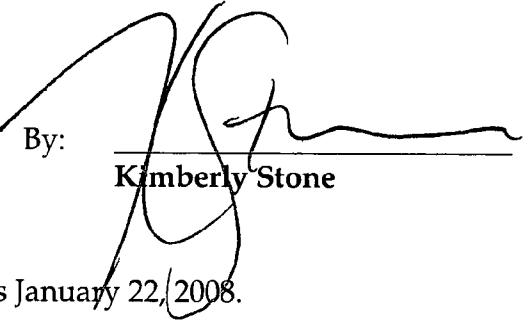
1. I am an Authorized Agent of **CACH, LLC**, a Colorado Limited Liability Company.
2. As such, I am authorized to give this Certificate, and possess sufficient personal knowledge to do so regarding:

Customer Name: **GAIL L PENNINGTON**  
Original Creditor: **BANK OF AMERICA, N.A.**  
Account Number: **4888936994036345**

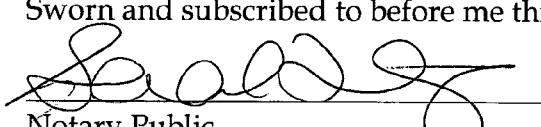
3. On or about **12/11/2006** this account was sold by the original creditor. **CACH, LLC** is the current owner of the account and purchased the account for good and valuable consideration.

Date: January 22, 2008

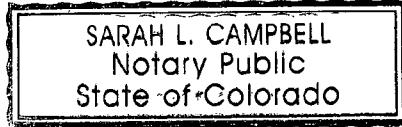
By:

  
**Kimberly Stone**

Sworn and subscribed to before me this January 22, 2008.

  
\_\_\_\_\_  
**Notary Public**

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



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## **EXHIBIT C**



#### OTHER IMPORTANT INFORMATION

Mujer y Poder

in a calling statement, our research shows that you are liable for the Actual. By using your Actual or making a permanent Actual for your new employees on any billing statement, you expose yourself to potential liability. In addition, you are liable for the Actual unless you have a written Actual or a written Actual to support it. If your name does not appear on the calling statement, you will be individually and jointly liable for the Actual.

2000

Under any condition to (i) through (ii) above, you must pay us back plus applicable fees and charges.

25

the checkmark in the box to indicate that you would like to receive the newsletter by paying the check-off amount. If you do not want to receive the newsletter, leave the box blank.

卷之三

**RETURN UNPAID YOUR ACCOUNT CHECKS**  
When unpaid an Account Check will become  
under the Agreement.

卷之三

**Attorney Fees** To the extent not prohibited by law, if you are successful, attorney fees (including attorney costs) will be awarded.

1000

version. If you request research on your *Asperger* child, we may change your child to the more common *autism* in your report. We do this for each hour of our research service. If you request a detailed below and you like the procedures described on this statement, we will implement, or will reevaluate, those changes.

卷之三

We may charge you a **Stop Payment Fee** in the amount shown above for each **Stop Payment** that you request of us. We may require a stop payment only if the Account Credit has not been used.

If the Index is unavailable on the Index Date described above, we may at our option, use: (a) the Index on the next available day after the Index Date, or (b) the reference rate of Bank of America NTIBSA as an Index.

The Daily Periodic Rate is the nominal Annual Percentage Rate divided by the number of days in the year rounded to the next highest thousandth of a percentage point.

**Promotional Balances:**

Annual Percentage Rate ("APR") of 3.9% (0.01089% corresponding Daily Periodic Rate) effective through the start billing cycle following the month your Account was opened. Thereafter, the Purchase APR below will apply to your purchases.

**Purchases:**

The Annual Percentage Rate for purchases, a variable rate, adjustable quarterly, is The Wall Street Journal prime rate ("Index") plus 8.39 percentage points. Based on this formula, the current Annual Percentage Rate is 16.74% (0.04567% corresponding Daily Periodic Rate).

**Cash Advances:**

The Annual Percentage Rate for cash advances, a variable rate, adjustable quarterly, is the Index plus 12.59 percentage points, with a minimum Annual Percentage Rate of 19.0%. Based on this formula, the current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

**Payment Performance:**

The Annual Percentage Rates contained in this Additional Disclosure at all times are subject to the Payment Performance pricing described in the Cardmember Agreement. The current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

**YOUR PAYMENTS**

**Minimum Payment Due and Payment Due Date:**

The Minimum Payment Due is equal to the greater of: (a) the Current Minimum Amount Due (2.5% of the New Balance, \$10 minimum) plus any Past Due Amount, or (b) any Overlimit Amount. If the New Balance is \$10 or less, however, the Minimum Payment Due is the entire New Balance. Your Payment Due Date will be 20 days from the Billing Date if you paid the New Balance by the Payment Due Date in your previous billing cycle, or 25 days from the Billing Date if you did not pay the New Balance by the Payment Due Date.

**OTHER CHARGES**

Late Charge:	\$29
Overlimit Fee:	\$29
Returned Payment Fee:	\$25
Stop Payment Fee:	\$15
Copy Charge:	\$3 per item
Research Fee:	\$15 per hour

**Affiliate Information-Sharing** Federal law permits us to share with Bank of America affiliate companies information about you or your Account. In addition, we may share with our affiliates information received from outside sources, including information in your Account application ("Outside Information"). If you do not wish us to share Outside Information, you must write to Bank of America, P.O. Box 27028, Richmond, VA 23261-7028 to do so, and include your name, address, telephone number, Account number(s) and social security number.

**POINT EARNINGS AND REWARDS**

1. You will accrue a cash rebate equal to the following percentages of your annual Purchases: 50% of the first \$4,000, .75% of the next \$4,000, 1% of the next \$4,000, and 2% of the next \$3,000.
2. Your monthly BankAmericard Rewards Billing Statement will show your Cash Rebate earnings, and new Cash Rebate balance.
3. Your Cash Rebate earnings will be limited to your first \$15,000 of purchases annually beginning with your October billing cycle and ending with your September billing cycle.
4. Every October, Cash Rebates earned for the previous year (October - September billing cycles) will be calculated. Cardmembers who have earned a Cash Rebate of \$2.01 or more will be mailed a check for the amount of their rebate. Cardmembers who have earned a Cash Rebate of \$2.00 or less will receive a credit to their account.
5. You Cash Rebate will be forfeited if:
  - You are in default of your Cardmember Agreement (e.g., you do not make your Minimum Payment Due by the Payment Due Date); or
  - Your BankAmericard Rewards Account is closed by you or by us.
6. We have the right to suspend or terminate this Program at any time. We also have the right to add, eliminate or modify the Cash Rebate earning and redemption structures.
7. Cash Rebate checks, once received by you, will not be replaced if stolen, lost, destroyed or expired.
8. You will be solely responsible for any federal or state tax liability or reporting on your Cash Rebate.
9. Cash Rebate dollars do not constitute your property.
10. Cash Rebate checks which are not presented for deposit or payment by you within 90 days will be void, and you will forfeit any right to the proceeds which will become the property of Bank of America, N.A.

## Bank of America

### BANKAMERICARD® VISA® OR MASTERCARD® CARDMEMBER AGREEMENT

#### ADDITIONAL DISCLOSURE

The following terms are for your Visa, MasterCard, Visa Gold, Gold MasterCard or Platinum Reserve® Account ("Account"). Except for the terms below, the terms in the enclosed Cardmember Agreement apply. If there is a conflict, the terms in this Additional Disclosure will control.

#### YOUR ACCOUNT

**Overdraft Protection:**  
If your Bank of America personal checking account is overdrawn and your Account is linked for Overdraft Protection, we may transfer funds from your Account to cover the overdrawn (in multiples of \$100), as long as your Account has sufficient available credit and you are not in default under this Agreement. If your checking account is outside California, Overdraft Protection may not be available.

#### FINANCE CHARGE

**Minimum Finance Charge:**  
50¢ to any billing cycle in which a Finance Charge based on a periodic rate for Purchases is payable.

#### Cash Advance Fees:

**Cash Advances and Account Checks — 3% (\$3 minimum)**  
**Overdraft Protection — 3% (\$6 minimum)**  
**Cash Disbursements — 3% (\$10 minimum)**  
**Quasi Cash — 4% (\$20 minimum)**

#### PERIODIC RATES

Each quarter, we compute the Annual Percentage Rate by starting with an Index which is the Prime Rate (the base rate on corporate loans, at large U.S. money center commercial banks) that is published in *The Wall Street Journal* ("Index"). We use the Index in effect on the following dates to calculate your rates in the following billing cycles:

We will determine your Index as follows:

Index on the Last Business Day In:	Applies to Billing Cycles with Billing Dates In:
November	January, February, March
February	April, May, June
May	July, August, September
August	October, November, December

BC-5078 PR 3-99

Recycled Paper  
© 1999 Bank of America

## 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.

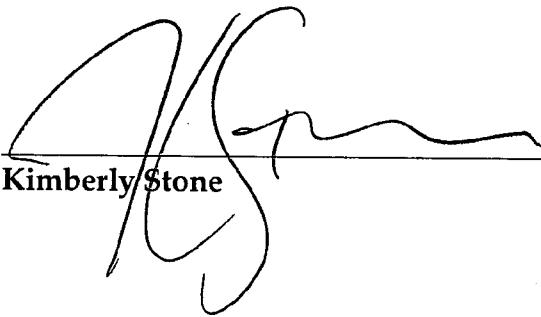
I am the Authorized Representative and a duly authorized representative of the plaintiff;

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 **GAIL L PENNINGTON** owes the balance of **\$6,243.93** 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 22, 2008

---

Authorized Representative

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1201-CD

CACH, LLC

VS

GAIL PENNINGTON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/30/2008

HEARING:

PAGE: 104353

DEFENDANT: GAIL PENNINGTON  
ADDRESS: 5200 IRVONA ROAD  
IRVONA, PA 16656

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT  OCCUPIED

ATTEMPTS

FILED

07/30/08  
JUL 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 7-10-08 AT 1:52 AM PM SERVED THE WITHIN

COMPLAINT ON GAIL PENNINGTON, DEFENDANT

BY HANDING TO Gail Pennington, Def.

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

ADDRESS SERVED 5200 IRVONA Road  
IRVONA, Pa. 16656

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

COMPLAINT FOR GAIL PENNINGTON

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

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

I MAKE RETURN OF **NOT FOUND** AS TO GAIL PENNINGTON

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

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

CACH, LLC, a Denver company,  
Plaintiff,

v.

GAIL PENNINGTON, an  
individual,  
Defendant.

\* No. 08-1201-CD

\* Type of Pleading:

\* **PRAECIPE FOR ENTRY OF  
APPEARANCE**

\* Filed on behalf of:  
\* Defendant

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: July 30, 2008

**FILED** <sup>ICC</sup>  
07/30/08 *Att'y Lumadue*  
JUL 31 2008  
*WMS*

William A. Shaw  
Prothonotary/Clerk of Courts

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

CACH, LLC, a Denver company, \*  
Plaintiff, \*

v.

No. 08-1201-CD

GAIL PENNINGTON, an \*  
individual, \*  
Defendant. \*

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Defendant,  
Gail Pennington, in the above-captioned matter.

  
Trudy G. Lumadue  
Attorney for Defendant

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

CACH, LLC, a Denver company, \*  
Plaintiff, \*  
\*  
v. \* No. 08-1201-CD  
\*  
GAIL PENNINGTON, an \*  
individual, \*  
Defendant. \*

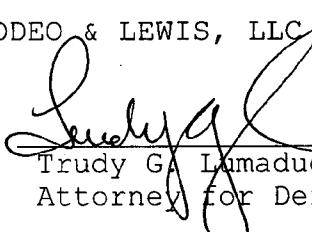
CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, Esquire, do hereby certify that a certified copy of Praecipe for Entry of Appearance was served on the following and in the following manner on the 30th day of July, 2008:

First-Class Mail, Postage Prepaid

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard  
Suite 112  
Morrisville, PA 19067

NADDEO & LEWIS, LLC

By: 

Trudy G. Lumadue  
Attorney for Defendant

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

CACH, LLC, a Denver company,  
Plaintiff,

v.

GAIL PENNINGTON, an  
individual,  
Defendant.

\* No. 08-1201-CD

\* Type of Pleading:

\* **ANSWER AND NEW MATTER**

\* Filed on behalf of:  
\* Defendant

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: July 30, 2008

FILED *cc*  
010:55 AM Atty  
JUL 31 2008  
Lumadue  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CACH, LLC, a Denver company, \*  
Plaintiff, \*  
\*  
v. \*  
\*  
GAIL PENNINGTON, an \*  
individual, \*  
Defendant. \*

No. 08-1201-CD

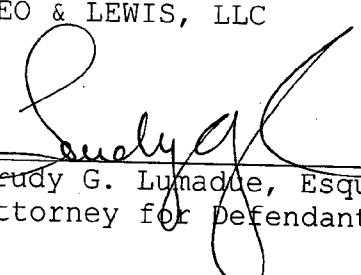
NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

NADDEO & LEWIS, LLC

By

  
Trudy G. Lunadue, Esquire  
Attorney for Defendant

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

CACH, LLC, a Denver company, \*  
Plaintiff, \*  
\*  
v. \* No. 08-1201-CD  
\*  
GAIL PENNINGTON, an \*  
individual, \*  
Defendant. \*

ANSWER AND NEW MATTER

The Defendant, Gail Pennington, by and through her attorney, Trudy G. Lumadue, hereby files the following Answer and New Matter in accordance with the Pennsylvania Rules of Civil Procedure, and asserts in support thereof as follows:

1. Denied. After reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

2. Admitted.

3. Denied as to the amount stated in Paragraph 4 by Plaintiff. To the contrary, Plaintiff believes and therefore avers that any sum owed by Defendant to Plaintiff was approximately \$1500.00 maximum. It is admitted that Defendant had an account as identified in Paragraph 4 with Bank of America, N.A. It is further admitted that the account was unpaid as of June 26, 2005, again however the amount alleged as due at said time is not admitted by Defendant.

4. Denied. After reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

5. Denied. To the contrary, Defendant's last payment on the account referred to in Paragraph 5 was in or about 2002.

6. Admitted that the credit card was subject to certain terms of a Cardmember Agreement which Defendant was at one point in time provided a copy thereof. It is denied that Exhibit "C" as attached to Plaintiff's Complaint is in fact the a copy of Cardmember Agreement which was provided to Defendant, as after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

7. Admitted.

8. Denied. States conclusions of law to which no answer is required. To the extent an answer may be required said averment is denied.

9. Denied. States a conclusion of law to which no answer is required with respect to Defendant's indebtedness to Plaintiff and Defendant's alleged promise to pay. It is further denied that Plaintiff previously made a demand for the sum of \$10,222.08. To the contrary, Defendant received no demand from Plaintiff for said amount. Furthermore, it is denied that said amount accurately portrays the amount, if any, which Defendant owes to Plaintiff.

WHEREFORE, Defendant requests judgment to be entered in her favor and against Plaintiff.

NEW MATTER

10. Defendant incorporates by reference her answers to averments 1 through 9 as if set forth in full herein.

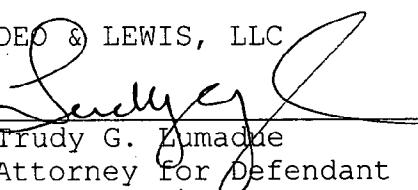
11. Plaintiff's claim is barred by the applicable statute of limitations.

WHEREFORE, Defendant requests judgment to be entered in her favor and against Plaintiff.

Respectfully submitted,

NADDEO & LEWIS, LLC

By

  
Trudy G. Lumadue  
Attorney for Defendant

V E R I F I C A T I O N

I, Gail L. Pennington, Defendant verify that the statements made in the foregoing Answer and New Matter are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By: Gail L. Pennington  
Gail L. Pennington  
Defendant

Dated: 7-18-08

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

CACH, LLC, a Denver company, \*  
Plaintiff, \*

v. \*

No. 08-1201-CD

GAIL PENNINGTON, an \*  
individual, \*  
Defendant. \*

CERTIFICATE OF SERVICE

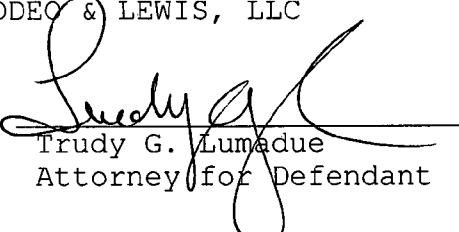
I, Trudy G. Lumadue, Esquire, do hereby certify that a certified copy of Answer and New Matter was served on the following and in the following manner on the 30th day of July, 2008:

First-Class Mail, Postage Prepaid

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard  
Suite 112  
Morrisville, PA 19067

NADDEO & LEWIS, LLC

By:

  
Trudy G. Lumadue  
Attorney for Defendant

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

CACH, LLC, a Denver company,  
Plaintiff,

v.

GAIL PENNINGTON, an  
individual,  
Defendant.

\*  
\*  
\*  
\* No. 08-1201-CD  
\*

\* Type of Pleading:

\* **CERTIFICATE OF SERVICE**

\* Filed on behalf of:  
\* Defendant

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820  
\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: September 16, 2008

\*

FILED *No cc*  
03/11/08  
SEP 16 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CACH, LLC, a Denver company, \*  
Plaintiff, \*  
\*  
v. \* No. 08-1201-CD  
\*  
GAIL PENNINGTON, an \*  
individual, \*  
Defendant. \*

CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, Esquire, do hereby certify that a true and correct copy of Defendant's First Set of Interrogatories Directed to Plaintiff was served on the following and in the following manner on the 16th day of September, 2008:

First-Class Mail, Postage Prepaid

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard  
Suite 112  
Morrisville, PA 19067

NADDEO & LEWIS, LLC

By:

Trudy G. Lumadue  
Attorney for Defendant

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

CACH, LLC, a Denver company,  
Plaintiff,

v.

GAIL PENNINGTON, an  
individual,  
Defendant.

\* No. 08-1201-CD

\* Type of Pleading:

\* **CERTIFICATE OF SERVICE**

\* Filed on behalf of:  
\* Defendant

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: September 16, 2008

FILED  
073416  
SEP 16 2008  
NO CC  
JC

William A. Shaw  
Prothonotary/Clerk of Courts

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

CACH, LLC, a Denver company, \*  
Plaintiff, \*  
\*  
v. \* No. 08-1201-CD  
\*  
GAIL PENNINGTON, an \*  
individual, \*  
Defendant. \*

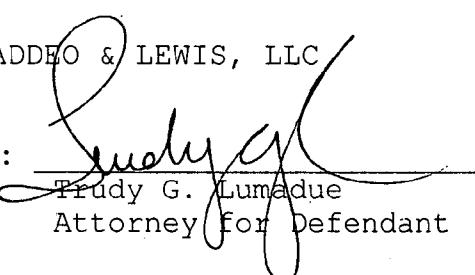
CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, Esquire, do hereby certify that a true and correct copy of Request for Production of Documents was served on the following and in the following manner on the 16th day of September, 2008:

First-Class Mail, Postage Prepaid

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard  
Suite 112  
Morrisville, PA 19067

NADDEO & LEWIS, LLC

By: 

Trudy G. Lumadue  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104353  
NO: 08-1201-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CACH, LLC  
VS.  
DEFENDANT: GAIL PENNINGTON

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	8561	10.00
SHERIFF HAWKINS	HARRISON	8561	49.59

S  
**FILED**  
03:30pm  
OCT 10 2008  
Clerk  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

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

*Attorney for Plaintiff*

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CACH, LLC.	:	COURT OF COMMON PLEAS
4340 S. MONACO STREET	:	CLEARFIELD COUNTY
2 <sup>ND</sup> FLOOR	:	
DENVER, CO 80237	:	
Plaintiff,	:	
vs.	:	NO: 2008-01201-CD
GAIL L. PENNINGTON	:	
5200 IRVONA ROAD	:	
IRVONA, PA 16656	:	
Defendant(s).	:	

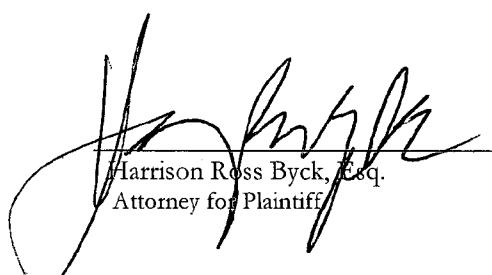
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3cc & 2 cert  
m 11:55 am to AMY  
MAR 15 2010 Byck  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

### ORDER TO SETTLE, DISCONTINUE & END

TO THE CLERK OF CLEARFIELD COUNTY:

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

  
Harrison Ross Byck, Esq.  
Attorney for Plaintiff

Date: MARCH 8, 2010

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CACH, LLC

Vs.  
**Gail Pennington**

No. 2008-01201-CD

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 15, 2010, marked:

Settled, discontinued and ended

Record costs in the sum of \$95.00 have been paid in full by Harrison Ross Byck Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of March A.D. 2010.



LM

William A. Shaw, Prothonotary

Attorney I.D. No. 61511  
229 Plaza Boulevard - Suite 112  
Morrisville, Pennsylvania 19067  
1-888-275-6399 / (215) 428-0666

*Attorney for Plaintiff*

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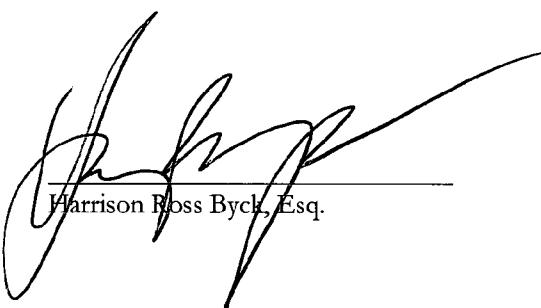
CACH, LLC.	:	COURT OF COMMON PLEAS
4340 S. MONACO STREET	:	COUNTY
2 <sup>ND</sup> FLOOR	:	
DENVER, CO 80237	:	
Plaintiff,	:	
	:	NO: 2008-01201-CD
vs.	:	
GAIL L PENNINGTON	:	
5200 IRVONA ROAD	:	
IRVONA, PA 16656	:	
Defendant(s).	:	

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**ORDER TO SETTLE, DISCONTINUE & END**

TO THE CLERK OF COUNTY:

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



Harrison Ross Byck, Esq.

Date: March 18, 2010

BT

FILED  
M 19, 2010  
MAR 29 2010  
S  
NO CC  
Clerk of Courts

William A. Shaw  
Prothonotary/Clerk of Courts