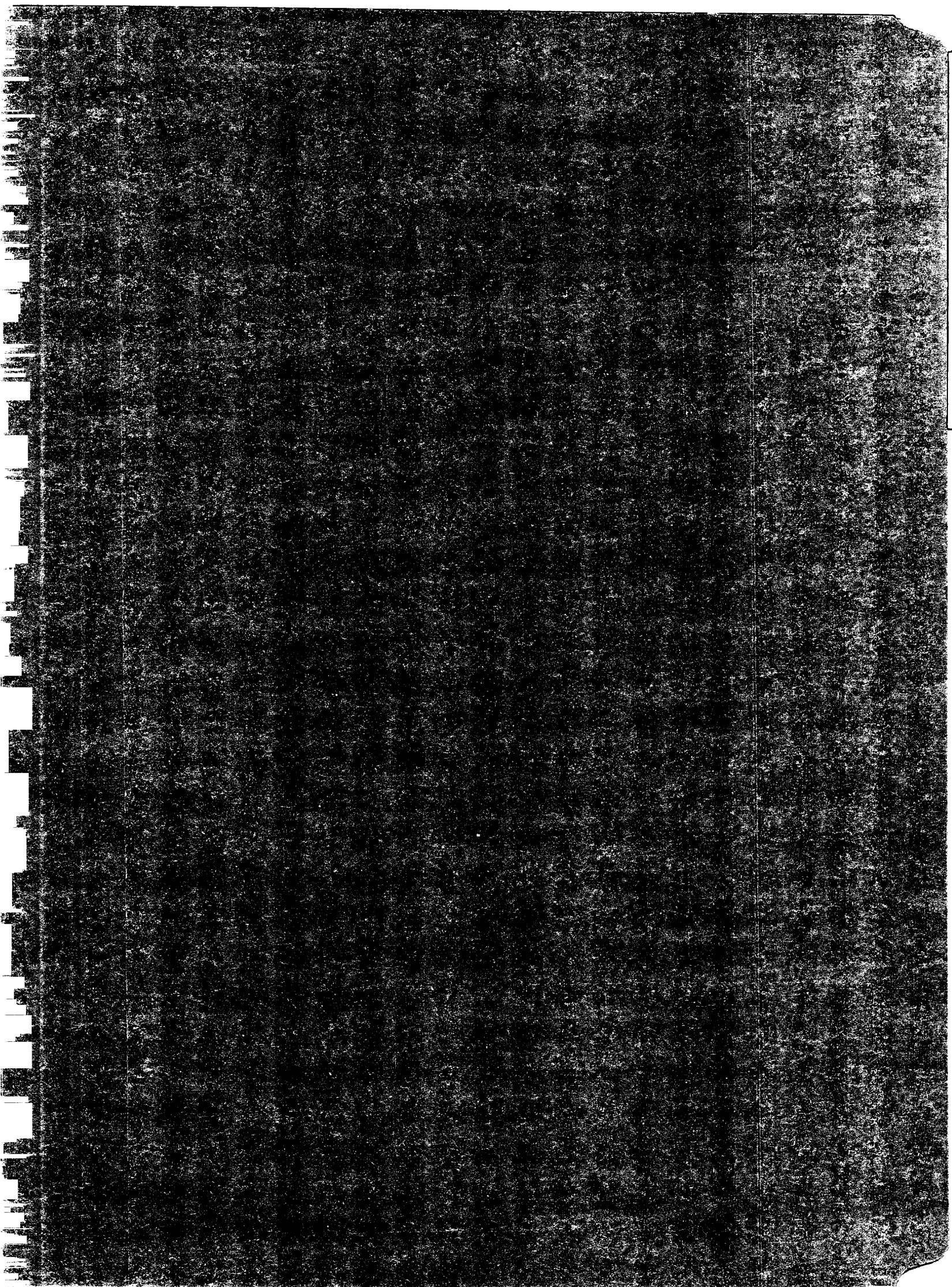


08-1201-CD
CACH LLC vs Gail Pennington



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. 08-1201-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)

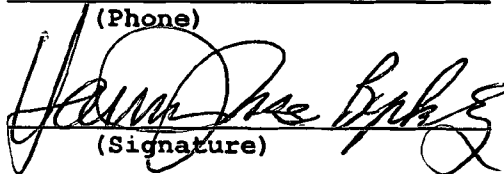
229 PLAZA BLVD - SUITE 112

MORRISVILLE, PA 19067

(Address)

215.428.0666

(Phone)



(Signature)

FILED

JUN 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 895.00

acc Att'y

ICC Sheriff

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

CACH, LLC

4340 S. Monaco Street- 2ND FLOOR
DENVER, CO 80237

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

GAIL PENNINGTON
5200 IRVONA ROAD
IRVONA, PA 16656-9052

Defendant(s).

No.:

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 comparencia escrita o en persona o con abogado y entregar o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corte tomara medidas y puede continuar la demanda en contra suya sin previo Aviso o notificación. Además la corte puede decidir a favor del demandante y requiere que usted 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) 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

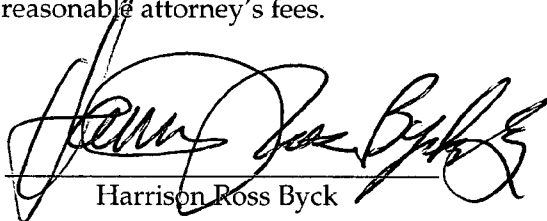

Harrison Ross Byck

EXHIBIT A

4888 936994036345

GAIL L PENNINGTON

Bank of America

Customer Corner

In accordance with your Cardholder Agreement, your account will remain in Penalty Rate Pricing, since we did not receive your minimum payment on time. We look forward to returning your account to its Standard Contract Rates upon receiving six consecutive months of on-time payments without going overlimit.

Account Number: 4427 1000 2461 1076

Your Bank of America Visa® Account

New Balance \$3,030.25 Past Due Amount \$788.19

Total Credit Line	\$0.00	Available Credit	\$0.00
Cash Limit	\$0.00	Available Cash	\$0.00
Overlimit Amount	\$30.25	Billing Date	06/26/05
Minimum Payment Due	\$3,030.25	Payment Due Date	07/21/05

24-Hour Customer Service 1.800.732.9194 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Jun 20	Jun 20		LATE PAYMENT FEE	\$39.00
Jun 26	Jun 26		PURCHASE FIN CHG CREDIT	CR \$290.66
Jun 26	Jun 26		CASH FINANCE CHG CREDIT	CR \$154.22
Jun 26	Jun 26		LATE FEE CREDIT	CR \$273.00
Jun 26	Jun 26		PURCHASE FIN CHG CREDIT	CR \$15.12
Jun 26	Jun 26		OVERLIMIT FEE CREDIT	CR \$210.00
Jun 26	Jun 26		PURCHASE FIN CHG CREDIT	CR \$12.65
Jun 26	Jun 26		MISCELLANEOUS FEE CREDIT	CR \$10.00
Jun 26	Jun 26		PURCHASE FIN CHG CREDIT	CR \$1.54
Jun 26	Jun 26		PERIODIC FINANCE CHARGE	\$98.97

Account Summary

Previous Balance		\$3,859.47
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$39.00
Credits	-	\$967.19
FINANCE CHARGE	+	\$98.97
Payments	-	\$0.00
New Balance	=	\$3,030.25
Past Due Amount	=	\$788.19

Bank of America

0005600 0303025 0303025 4427100024611076

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



GAIL L PENNINGTON
5200 IRVONA RD
IRVONA, PA 16656-9052



Payment Coupon

Account Number	4427 1000 2461 1076
Payment Due Date	07/21/05
Total Minimum Payment Due	\$3,030.25

New Balance: \$3,030.25

Amount Enclosed



Make check or money order payable to Bank of America.

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: _____

SARAH L. CAMPBELL
Notary Public
State of Colorado

My Commission Expires January 23, 2010

EXHIBIT C

This is your Agreement with Bank of America, N.A. (USA) for your Visa or MasterCard® credit card account ("Account").

This is your Agreement with Bank of America, N.A. (USA) for your Visa or MasterCard® credit card account ("Account").

Our Agreement, "we," "us" and "our" refer to Bank of America, N.A. (USA), the credit grantor and card issuer to your Account. "You," "your" and "yours" refer to each Account holder (whose name appears on the Agreement) and (2) any person bound by the Agreement, including those you authorize, or any person who uses your Account, including those you authorize. By applying for or using your Account, you accept the terms of this Agreement.

This Agreement consists of the following terms and conditions, the Additional Disclosures, any document referenced in the Additional Disclosures, and any other document(s) that we refer to as part of your Cardmember Agreement.

Our Account is a revolving line of credit which you may use for each of the following consumer transactions:

- Cash Advances**, including:
Cash Disbursement from a participating financial institution or merchant (except ATM);
ATM Advance: Cash from an automated teller machine (ATM) with your Account to your Bank of America deposit account, where available;
Personal Identification Number (PIN); or ATM transfer of funds from your Overdraft Protection; In some instances, you may link your Account to your personal checking account for Overdraft Protection as shown at your Additional Disclosure.
Account Check: Check used to access your credit line.
Account Check: A check.

If your Account has a Credit Line, as shown on your card, earlier or later, without interest, you will not permit your unpaid balance to exceed it. Even if we authorize transactions which cause you to exceed your Credit Line, you will still be responsible to pay us for any amounts over your Credit Line.

Any Credit Line increase requires our approval.

Some of your Purchases and Cash Advances will require our prior authorization, and certain daily dollar limits will apply to your ATM Cash Advances. We may limit the number of authorizations we give your Account on any day or deny authorization for security or other reasons. We are not liable if a merchant, financial institution or ATM does not accept your card or Account number, or if authorization for a transaction is withheld.

WE ARE PROVIDING YOU WITH THIS INFO
TO COMPLY WITH FEDERAL AND STATE

Payments in Foreign Currency For all amounts you owe your Account, you may pay us in U.S. dollars. All checks made in cash must be made payable to U.S. National Currency. All checks made in cash must be made payable to U.S. National Currency. We may, at our option, accept payments made in U.S. National Currency or checks drawn on Non-U.S. banks. If we do, we may impose a service and collection charge. Our determination of service and collection charges will be final.

Telephone Monitoring Our supervisory personnel may listen in and record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

Our failure to exercise any of our rights under this Agreement will not waive any of our rights in the future. If any term of this Agreement is unenforceable, all other provisions will remain in full force and effect.

NOTICE FOR FUTURE USE

Under the Fair Credit Billing Act,

Only Use in Case of Errors or Omissions About Your Bill
 You can ask your bill in writing, or if you need more information about a transaction on your bill, write us in a separate letter at the "Billing Inquiries" address on your bill. We'll use the letter as soon as possible. We must hear from you no later than 60 days after the date on which the bill error or problem happened. You can telephone us (800) 456-2899, but doing so will not preserve your rights. (To preserve your rights under the law, you must write to us.)

your letter, give us the following information: your name, address, account number and the dollar amount of the suspected error. Describe the error and explain how you can, why you believe there is an error. If you need more information, describe what you are not sure about.

Dear Sir: I am writing you to let you know that I have received your letter of the 11th inst. and I am sorry to hear that you are having trouble with your printer. I am sure that you will be able to get it fixed up soon. I am sure that you will be able to get it fixed up soon. I am sure that you will be able to get it fixed up soon.

[illegible][illegible]

Rule for Credit Card Purchases
If you have a problem with the quality of property or services that you purchased with a card, and you have tried in good faith to correct the problem with the seller, you may have the right not to pay the remaining amount due on the card. There are two limitations on this right:
You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
The purchase price must have been more than \$50.
Merchants do not apply if we own or operate the merchant, or if we mailed the advertisement for the property or services.

BCS-9743 4-89



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Student Center
up to \$200 for
Transmissions With MorePower

- If you make a purchase, and the merchant disputes a policy such as "no credit cards," or "all sales final," the return or cash without receipt. In all, "store policy" is "all sales final," you may be bound by that policy. You should establish the merchant's cancellation policy and know it if you are using the merchant's card which the merchant is required to give you when purchasing a merchant to change your Account for repeat transactions. Check with your credit card which the merchant is required to give you, check with the merchant, you must notify the merchant when you want to cancel a transaction or if your Account is closed or if a new if your dispute with the merchant.

Information or assistance you reasonably request. Otherwise, you will provide us the following information to the extent you are able to do so:

- **Account Information.** Your Account is to be closed if you fail to comply with any of the terms of this Agreement or any other term agreed upon with us or anyone else in the presentation of your check, discrepancy, discrepancy, discrepancy, fraud or other presentation. If we reasonably believe that you will be unwilling to make good on your payment, we may close your Account without notice, and you must immediately pay your unpaid balance.
- **Payment Information.** We may close your Account or suspend your credit card if you do not pay any bill without prior notice except as resulted by law. You will receive notice of any such action by mail to the address on file with us. You will be responsible for paying the outstanding balance on your Account. If we are unable to locate you, we may take any action on your Account. If we are unable to locate you, we may take any action on your Account. If we are unable to locate you, we may take any action on your Account.

[illegible]

Under a controversy involving a second, a 2 or more acquiring with the first, a common owner, will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Under a controversy that is not subject to arbitration under (a) above and that is brought in the State of California will be decided by arbitrators who are subject to the Code of Civil Procedure's "joint" not released section. A "joint" not released section is an active attorney or referee judge will be appointed by the court for the purpose of selecting the arbitrator. The American Arbitration Association, using its procedures for selecting arbitrators.

Under a controversy that is not subject to arbitration under (a) above and that is brought in the State of California will be decided by arbitrators who are subject to the Code of Civil Procedure's "joint" not released section. A "joint" not released section is an active attorney or referee judge will be appointed by the court for the purpose of selecting the arbitrator. The American Arbitration Association, using its procedures for selecting arbitrators.

[illegible]

Disbursing Transactions Visa or MasterCard will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard's current policy. Currently Visa and MasterCard use the rate on the date of your transaction. (1) Visa's variable market rate, or (2) a government-mandated rate of exchange. Visa and MasterCard use the rate in effect one day before the transaction date and increase the dollar amount by 1%, which they keep as a service charge. We may also charge a percentage as shown in our Schedule of Charges. We will post to your Account the converted U.S. dollar amount.

-

12

[illegible]

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 NT&SA 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 hundred thousandth of a percentage point.

Promotional Balances:

Annual Percentage Rate ("APR") of 3.8% (0.01088%) corresponding Daily Periodic Rate) effective through the sixth 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 8.99 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 12.99 percentage points, with a minimum Annual Percentage Rate of 19.9%. Based on this formula, the current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

Payment Performance:

The Annual Percentage Rates described 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 27025, Richmond, VA 23261-7025 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. Your 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 NA.

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 overdraw (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¢ in any billing cycle in which a Finance Charge based on a periodic rate for Purchases is payable.

Cash Advance Fees:

ATM Advances and Account Checks — 3% (\$3 minimum)

Overdraft Protection — 3% (\$6 minimum)

Cash Disbursements — 3% (\$10 minimum)

Quick 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-6078 PF 3-99



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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

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

FILED

07/30/08
JUL 10 2008

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

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

01:10:55 PM
JUL 31 2008

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.

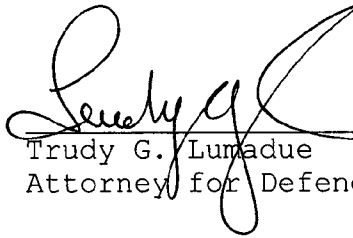
*
*
*
*
*
*
*

No. 08-1201-CD

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

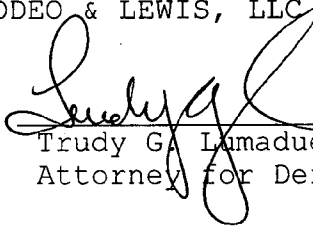
I, Trudy G. Lumadue, Esquire, do hereby certify that a
certified copy of Praecipe for Entry of Appearance was served on
the following and in the following manner on the 30th day of July,
2008:

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 *icc*
010:55/By Amy
JUL 31 2008
(L) 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. *

No. 08-1201-CD

GAIL PENNINGTON, an *

individual, *

Defendant. *

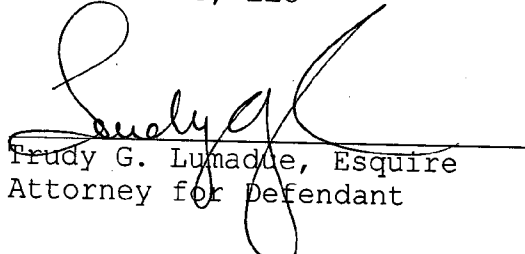
NOTICE TO PLEAD

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


Prudy 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.

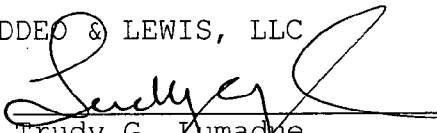
11. Plaintiff's claim is barred by the applicable statute of limitations.

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

Respectfully submitted,

NADDEO & LEWIS, LLC

By


Trudy G. Lynamadue
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

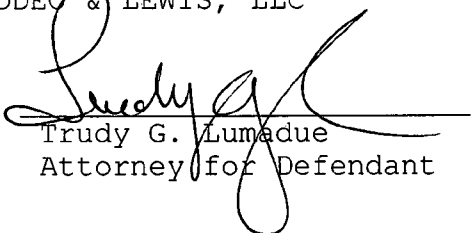
I, Trudy G. Lumadue, Esquire, do hereby certify that a
certified copy of Answer and New Matter was served on the
following and in the following manner on the 30th day of July,
2008:

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
013:41/61
SEP 16 2008
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. *

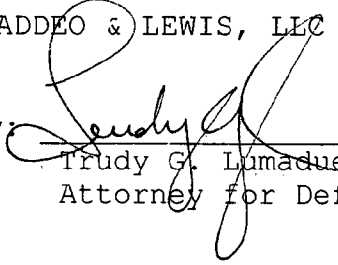
CERTIFICATE OF SERVICE

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 No
013:4161 CC
SEP 16 2008

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
03:30 Lm
OCT 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



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

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

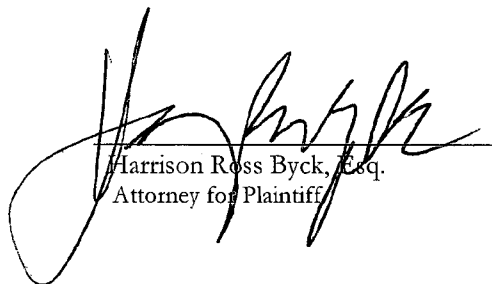
FILED 3cc & 2 cert
m/11:55 am of disc issued
MAR 15 2010 to Atty
Byck

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.



William A. Shaw, Prothonotary

LM

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

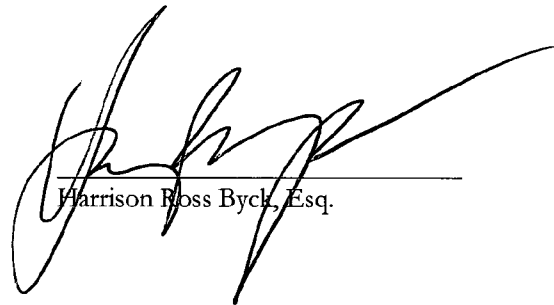
Attorney for Plaintiff

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

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 *no cc*
719:1780
MAR 29 2010 *@*
William A. Shaw
Prothonotary/Clerk of Courts