

08-2096-CD  
CACH LLC vs Tony Borger

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACH, LLC.

(Plaintiff)

4340 SOUTH MONACO STREET 2ND  
FLOOR

DENVER, CO 80237

CIVIL ACTION

No. 2008-2096-CD

VS.

Type of Pleading: CIVIL COMPLAINT

TONY J BORGER

(Defendant)

303 S 4TH ST  
CLEARFIELD, PA 16830

Filed on behalf of: PLAINTIFF

HARRISON ROSS BYCK, ESQ

Filed By

229 PLAZA BOULEVARD  
MORRISVILLE, PA 19067

Address

888-275-6399

Phone

Signature

Mar. 10, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

W.A. Shaw  
Deputy Prothonotary

August 19, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

W.A. Shaw  
Deputy Prothonotary

S  
**FILED**  
m 1:25 p.m. GK 2cc Atty  
NOV 03 2008 1 Compl. Shff  
William A. Shaw  
Prothonotary/Clerk of Courts  
ATTY PAID 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  
**#61511**

---

<b>CACH, LLC.</b>	)	<b>COURT OF COMMON PLEAS</b>
<b>4340 SOUTH MONACO STREET 2ND</b>	)	<b>CLEARFILED COUNTY</b>
<b>FLOOR</b>	)	
<b>DENVER, CO 80237</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>No.:</b>
	)	
<b>TONY J BORGER</b>	)	
<b>303 S 4TH ST</b>	)	
<b>CLEARFIELD, PA 16830</b>	)	
	)	
	)	

---

### COMPLAINT

To: **TONY J BORGER**  
**303 S 4TH ST**  
**CLEARFIELD, PA 16830**

### 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 judgment 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 REFERAL SERVICE**  
**(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 plazo 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.**

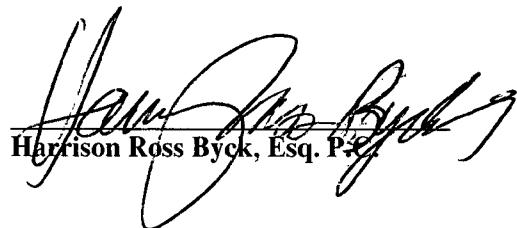
**SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERAL SERVICE  
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **TONY J BORGER**, avers the following:

1. Plaintiff, **CACH, LLC.**, is a Colorado limited liability company doing business at 4340 SOUTH MONACO STREET 2ND FLOOR, DENVER, CO 80237.
2. Defendant, **TONY J BORGER**, is an individual residing at **303 S 4TH ST , CLEARFIELD, PA 16830**.
3. Defendant, **TONY J BORGER**, is indebted to **MARYLAND NATIONAL BANK, N.A.** on an account stated by and between them in the amount of **\$15,836.35** which balance was due and unpaid as of **September 29, 2004**, for credit card account number **5200010999593276**. <Exhibit A>
4. On or about **August 19, 2005**, **MARYLAND NATIONAL BANK, N.A.** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC.** <Exhibit B>
5. The Defendant, Tony J Borger, last tendered a payment on **April 30, 2004**.
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$0.00. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of **\$8.6688** per day from the default date ( **19.980%** annual percentage rate x **\$15,836.35** / 365 days) or **\$8.6688 x 600** days = **\$5,201.26**; which is accrued interest through the date of filing. <Exhibit A> Plus an award of late fees **\$0.00**, court costs **\$195.00** and reasonable attorneys fees of **\$3,167.27** as stated in the Cardholder Agreement attached hereto as <Exhibit C>.
9. The defendant, being indebted to the plaintiff in the sum of **\$24,399.98** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$24,399.98** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$24,399.98** together with other interest and costs of suit.

Date: October 23, 2008



Harrison Ross Byck, Esq. P.C.

## **EXHIBIT A**

5200 0109 9959 3276

**MBNA America**

**CARDHOLDER SINCE 1997**

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
09/30/04	\$15,836.35
TOTAL MINIMUM PAYMENT ENCLOSED	
\$2,233.00	

2

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	AVAILABILITY	MINIMUM PAYMENT DUE	PAYMENT DUE DATE
5200 0191 0764 8051	\$17,600	30	09/01/04	\$2,233.00	09/30/04

POST DATE MEAN REFERENCE DATE NUMBER      CARD TYPE      TRANSACTIONS      SEPTEMBER 2004 STATEMENT      CHARGES      CREDITS (CR)

0901 0901 0015544 MC C PURCHASES AND ADJUSTMENTS  
 LATE FEE FOR PAYMENT DUE 08/31 35.00  
 TOTAL FOR BILLING CYCLE FROM 8/03/2004 THROUGH 8/01/2004 \$35.00 6.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

AN IMPORTANT AMENDMENT TO YOUR ACCOUNT TERMS IS ENCLOSED.

**SUMMARY OF TRANSACTIONS**

STATEMENT OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$1,926.00
\$15,544.03	\$0.00	\$0.00	\$35.00	\$257.32	\$0.00	\$15,836.35	Current Payment	\$307.00

**FINANCE CHARGE SCHEDULE**  
**Category**

Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges	FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
54739% DLY	19.98%	\$8.00	- For our automated Direct Connect service, call 1-800-896-3698
54739% DLY	19.98%	\$13,580.99	- To speak to one of our Customer Satisfaction representatives, call 1-800-896-3698
54739% DLY	19.98%	\$2,086.22	
0000000% DLY	00.00%	\$0.00	

**FOR THIS BILLING PERIOD**

19.98%

**ANNUAL PERCENTAGE RATE** 19.98%  
(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT FOR YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

# MBNA America

CARDHOLDER SINCE 1997

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	5200 0101 0764 9051
PAYMENT DUE DATE	NEW BALANCE TOTAL
08/31/04	\$15,544.03
TOTAL MINIMUM PAYMENT ENCLOSED	\$1,926.00

TONY J. BORGER  
404 S 4TH ST  
CLEARFIELD

PA 16830-221604

S 0000000000000000000013259610012150210155440300192600005200010107649051  
S 0002000180001405470000000000000000155440300192600005200010107649051

8  
DAYS IN TOTAL MINIMUM PAYMENT DUE PAYMENT DUE DATE

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT AVAILABLE	TRANSACTION DUE DATE	PAYMENT DUE DATE
5200 0101 0764 9051	\$17,600		32 08/02/04	08/31/04

POST DATE	TRANSACTION REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS	CHARGES	CREDITS (CR)
0802 0802	0015239	MC	C	PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 08/01 TOTAL FOR BILLING CYCLE FROM 7/02/2004 THROUGH 8/02/2004	35.00 \$35.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE
Previous Balance \$15,239.79	Payments and Credits \$0.00	+ Cash Advances \$0.00	+ Purchases & Adjustments \$35.00	+ Periodic Rate Finance Charges \$269.24	+ Transaction Fee Finance Charges \$0.00	= New Balance Total \$15,544.03	Past Due Amount \$1,607.00 Current Payment \$319.00 Total Min Payment \$1,926.00

FINANCE CHARGE SCHEDULE		Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges	FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
					- For our automated Direct Connect service, call 1-800-896-3698
A. BALANCE TRANSFER, CHECKS	.054739% DLY		19.98%	\$0.00	- To speak to one of our Customer Satisfaction representatives, call 1-800-896-3698
B. ATM, BANK .....	.054739% DLY		19.98%	\$13,352.56	- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-346-3178
C. PURCHASES .....	.054739% DLY		19.98%	\$2,018.34	- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to: MBNA AMERICA P.O. BOX 15028 WILMINGTON, DE 19850-5028
D. OTHER BALANCES.....	.000000% DLY		00.00%	\$0.00	

FOR THIS BILLING PERIOD

19.98%

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT FOR YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR ON THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

**MBNA America**

**CARDHOLDER SINCE 1997**

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
08/01/04	\$15,239.79
TOTAL MINIMUM PAYMENT AMOUNT ENCLOSED	
\$1,607.00	

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN ARREARS	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
5200 0101 0764 9051	\$17,500	30	07/01/94	\$1,507.00	08/01/94

POST DATE	MEANING	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS JULY 2004 STATEMENT	CHARGES	CREDITS (CR)
0701	0701	0014957	MC C	PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 06/30 TOTAL FOR BILLING CYCLE FROM 6/02/2004 THROUGH 7/01/2004	35.00 \$35.00	\$ .00	

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## **IMPORTANT NEWS**

**SUMMARY OF TRANSACTIONS**

TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$1,310.00
\$14,957.19	\$0.00	\$0.00	\$35.00	\$247.60	\$0.00	\$15,239.79	Current Payment	\$297.00

**FINANCE CHARGE SCHEDULE**

Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges	FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
54739% DLY	19.98%	\$0.00	- For our automated Direct Connect service, call 1-800-896-3698
54739% DLY	19.98%	\$13,127.94	- To speak to one of our Customer Satisfaction representatives, call 1-800-896-3698
54739% DLY	19.98%	\$1,949.75	
00000% DLY	00.00%	\$0.00	

FOR THIS BILLING PERIOD

**ANNUAL PERCENTAGE RATE . . .**

19.98%

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENTS FOR YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEARED ON THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY.

- For our automated Direct Connect service, call  
1-800-886-3898
- To speak to one of our Customer Satisfaction representatives, call  
1-800-886-3698
- For TDD (Telecommunications Device for the Deaf) assistance, call  
1-800-346-3178
- Billing rights are preserved only by written inquiry.  
Mail billing inquiries and all other account inquiries to:  
MBNA AMERICA P.O. BOX 15026  
WILMINGTON, DE 19850-5026

**MBNA America**

**CARDHOLDER SINCE 1997**

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
06/30/04	\$14,957.19
TOTAL MINIMUM PAYMENT ENCLOSED	
\$1,310.00	

8

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN ARREARS	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
5200 0101 0764 9051	\$17,600	31	06/01/04	\$1,310.00	06/30/04

POST DATE	TRANSACTION NUMBER	CARD TYPE	CAT	TRANSACTIONS JUNE 2004 STATEMENT	CHARGES	CREDITS (CR)
0601	0601	0014671	MC C	PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 05/31 TOTAL FOR BILLING CYCLE FROM 5/02/2004 THROUGH 6/01/2004	35.00 655.00	6.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

#### SUMMARY OF TRANSACTIONS

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	+ Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$1,009.00
\$14,671.16	\$0.00	\$0.00	\$35.00	\$251.03	\$0.00	\$14,957.19	Current Payment	\$301.00

**FINANCE CHARGE SCHEDULE**

Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges	FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
54739% DLY	19.98%	\$0.00	- For our automated Direct Connect service, call 1-800-896-3698
54739% DLY	19.98%	\$12,916.65	- To speak to one of our Customer Satisfaction representatives, call 1-800-896-3698
54739% DLY	19.98%	\$1,882.74	
00000% DLY	00.00%	\$0.00	

**FOR THIS BILLING PERIOD**

**ANNUAL PERCENTAGE RATE** ... 19.98%

(Includes Periodic Rate And Transaction Fee Finance C  
THIS DOCUMENT IS A COPY OF YOUR STATEMENTS FOR  
YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE  
AND MAY NOT INCLUDE MESSAGES WHICH APPEAR ON THE  
IMPORTANT NEWS BLOCK ON YOUR OFFICIALLY RELEASED STATEMENT.

**FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY**

- For our automated Direct Connect service, call  
1-800-898-3698
- To speak to one of our Customer Satisfaction representatives, call  
1-800-898-3698
- For TDD (Telecommunications Device for the Deaf) assistance, call  
1-800-346-3178
- Billing rights are preserved only by written inquiry.  
Mail billing inquiries and all other account inquiries to:  
MBNA AMERICA P.O. BOX 15026  
WILMINGTON, DE 19850-5026

**MBNA America**

**CARDHOLDER SINCE 1997**

Make check  
payable to:

ayable to: MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
05/31/04	\$14,671.16
TOTAL MINIMUM PAYMENT ENCLOSED	
\$1,009.00	

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN ARREARS	TOTAL MINIMUM AMOUNT DUE	PAYMENT DUE DATE	
5200 0101 0764 9051	\$17,600	AVAILABILITY	30	05/01/04	\$1,009.00	05/31/04

POST DATE	TRANSACTION DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS MAY 2004 STATEMENT	CHARGES	CREDITS (CR)
					PAYMENTS AND CREDITS		
0403		09461419317	MC		PAYMENT - THANK YOU		200.00 CR
0430		12155428096	MC		PAYMENT - THANK YOU		200.00 CR
					PURCHASES AND ADJUSTMENTS		
0501	0501	0014394	MC	C	LATE FEE FOR PAYMENT DUE 04/30	35.00	
					TOTAL FOR BILLING CYCLE FROM 4/02/2004 THROUGH 5/01/2004	\$35.00	\$400.00 CR

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

**SUMMARY OF TRANSACTIONS**

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$718.00
\$14,794.67	\$400.00	\$0.00	\$35.00	\$241.49	\$0.00	\$14,671.16	Current Payment	\$291.00
							Total Min Payment Due	\$299.00

**FINANCE CHARGE SCHEDULE**

FINANCE CHARGE SCHEDULE Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges	FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
A. BALANCE TRANSFER, CHECKS	.054739% DLY	19.98%	\$0.00	- For our automated Direct Connect service, call 1-800-896-3698
B. ATM, BANK .....	.054739% DLY	19.98%	\$12,888.80	- To speak to one of our Customer Satisfaction representatives, call 1-800-896-3698
C. PURCHASES .....	.054739% DLY	19.98%	\$1,816.91	
D. OTHER BALANCES .....	.000000% DLY	00.00%	\$0.00	

**FOR THIS BILLING PERIOD**

**ANNUAL PERCENTAGE RATE . . .**

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT FOR YOUR RECORDS ONLY. THIS COPY IS NOT A DOCUMENT AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL DOCUMENT.

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY.

- For our automated Direct Connect service, call 1-800-886-3898
- To speak to one of our Customer Satisfaction representatives, call 1-800-886-3698
- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-348-3178
- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to: MBNA AMERICA P.O. BOX 15026 WILMINGTON, DE 19850-5026

**MBNA America**

**CARDHOLDER SINCE 1997**

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
04/30/04	\$14,794.67
TOTAL MINIMUM PAYMENT ENCLOSED	
\$1,118.00	

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN	TOTAL MINIMUM	MINIMUM PAYMENT DUE	PAYMENT DUE DATE
5200 0101 0764 9051	\$17,600	31	04/01/04	\$1,118.00	04/30/04	

POST DATE	TRANSACTION NUMBER	CARD TYPE	CAT	TRANSACTIONS APRIL 2004 STATEMENT	CHARGES	CREDITS (CR)
0401	0401	0014511	MC C	PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 03/31 TOTAL FOR BILLING CYCLE FROM 3/02/2004 THROUGH 4/01/2004	35.00 \$35.00	6.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## **IMPORTANT NEWS**

OPTIONS GALORE! WE HAVE ALTERNATIVE PAYMENT PLANS THAT CAN HELP YOU IN PAYING ON YOUR ACCOUNT. CALL 1-888-755-1566, OR GO TO [WWW.MBNAFIRST.COM](http://WWW.MBNAFIRST.COM) FOR DETAILS.

**SUMMARY OF TRANSACTIONS**

TOTAL MINIMUM PAYMENT DUE						
Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total
\$14,511.37	\$0.00	\$0.00	\$35.00	\$248.30	\$0.00	\$14,794.67
Past Due Amount	\$820.00					
Current Payment	\$298.00					
Total Min Payment	\$18.00					

**FINANCE CHARGE SCHEDULE**  
**Category**

Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
4739% DLY	19.98%	\$0.00
4739% DLY	19.98%	\$12,880.18
4739% DLY	19.98%	\$1,752.10
00000% DLY	00.00%	\$0.00

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call  
1-800-896-3698
- To speak to one of our Customer Satisfaction representatives, call  
1-800-896-3698
- For TDD (Telecommunications Device for the Deaf) assistance, call  
1-800-348-3178
- Billing rights are preserved only by written inquiry.  
Mail billing inquiries and all other account inquiries to:  
MBNA AMERICA P.O. BOX 15026  
WILMINGTON, DE 19850-5026

## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, KARA EGZI, 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:	TONY BORGER
Original Creditor:	MARYLAND NATIONAL
BANK, N.A.	
Account Number:	5200010999593276

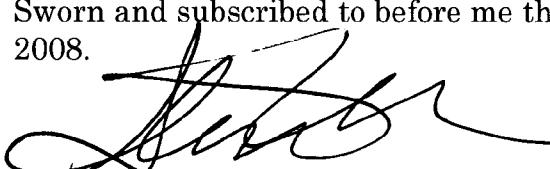
3. On or about August 19, 2005 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: 6/25/08

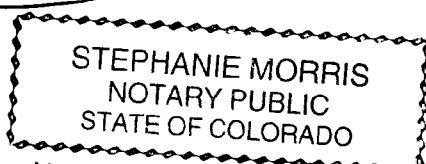
By: Kara Egzi

JUN 25 2008

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.



Notary Public



## **EXHIBIT C**

**Credit Card Agreement  
Additional Terms and Conditions**

**Selected Sections**

**■ Privacy Notice**

**■ Accuracy of Information  
Credit Reporting Agencies**

**■ How to Use Your Account**

**■ Payments on Your Account**

**■ We May Amend This Agreement**

**■ What Law Applies**

**■ Arbitration and Litigation**

NEXT90

**Your Contract With Us**

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading Words Used Often in This Agreement.

**Privacy Notice**

**Your privacy is important to us:** At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services, MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

**Our Security Procedures:** MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

**Information We Collect:** MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships, and
- Information about your transactions with MBNA and with other companies outside of MBNA.

**Information We Share Within MBNA:** We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

**Information We Share With Others:** From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choices:** We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-731-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to [www.mbna.com](http://www.mbna.com) and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

#### **Words Used Often in This Agreement**

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled **We May Monitor and Record Telephone Calls and Arbitration and Litigation** and when used in each of the sections relating to payment of this account.

(Your Promise to Pay and How We Allocate Your Payments, for example)  
"We," "us," "our," and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you make a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in "Agreement") to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

### **Sign Your Card**

You should sign your card before you use it.

### **We May Monitor and Record Telephone Calls**

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record a portion of your telephone conversations with our representatives or the representatives of any of those companies.

### **Credit Reporting Agencies**

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

### **How to Use Your Account**

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

### **Transaction Date for Certain Cash Advances**

The transaction date for Check Cash Advances and Balance Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

### **Purposes for Using Your Account**

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use or permit your account to be used to make any illegal transaction.

### **Persons Using Your Account**

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for the debts.

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

### **How You May Stop Payment on an Access Check**

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

### **You May Not Postdate an Access Check**

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

### **Your Promise to Pay**

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

### **Payments on Your Account**

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

### **When Your Payment Will Be Credited to Your Account**

We credit payments as of the date received, if the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

### **How We Allocate Your Payments**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

before any other existing balances

**Promise to Pay Applies to All Persons**

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

**Default**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

**When We May Require Immediate Payment**

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

**Other Payment Terms**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to

**Payment Holidays**

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

**Transactions Made in Foreign Currencies**

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations and conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **Billing Cycle**

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

#### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentation;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

**Abandoned-Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

#### **Benefits**

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

#### **Refusal to Honor Your Account**

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

**We May Suspend or Close Your Account**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

**You May Close Your Account**

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

**Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

**We May Amend This Agreement**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

**We May Sell Your Account**

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account, this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

**Your Credit Limit**

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction, or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

**What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may (1) permit the transaction without raising your credit limit, (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due, or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

#### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

#### **You Must Notify Us When You Change Your Address**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

#### **What Law Applies**

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

#### **The Provisions of This Agreement Are Severable**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

#### **Our Rights Continue**

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

#### **Arbitration and Litigation**

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them, in the manner and timeframe required. If you did not effectively reject such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration.

The arbitration shall be conducted by the National Arbitration

Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371.

If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure.

At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for an arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation, and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

**THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.**

**CREDIT INSURANCE BENEFITS,  
LIMITATIONS, COSTS & EXCLUSIONS**

**CONSUMER PROTECTION DISCLOSURES**

**CREDIT INSURANCE IS NOT A DEPOSIT; NOT FDIC-  
INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT  
AGENCY; AND NOT GUARANTEED BY THE BANK.**

**PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION  
OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT  
MAY BE PURCHASED ELSEWHERE.**

**Credit Insurance** pays your minimum monthly payment<sup>\*</sup> up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life, suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverage vary by state. Please refer to your certificates for a full explanation of coverage.

**Costs per \$100 per Month of Average Daily Balance:**

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.6c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 53.09c; MD 79.74c; MA 15.7c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.5c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 89.39c; WV 99.5c; WI 99.6c (L 5.7c, D 8.9c, U 59c, F 20c); WY 99.7c.

**Availability:** Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

**Underwriting Companies/Policies:** Involuntary Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(1/199), LOIC-IP-KS(4/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP: Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY; Standard Guaranty Life (TX only)/L-1-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013 American Security (NY Disability only)/V-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME, FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Solicitors: agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/30th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

\*\*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P.O. Box 30355, Atlanta, GA 30302. Applications will be sent to you.

## VERIFICATION

I, KARA EGIZI, 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 TONY BORGER owes the balance of \$15,836.35 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

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

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

By: Kara Egizi  
*Authorized Representative*

Dated: 6/25/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2096-CD

CACH, LLC.

vs

TONY J. BORGER

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/03/2008

HEARING:

PAGE: 104864

DEFENDANT: TONY J. BORGER

ADDRESS: 303 S. 4TH. ST.

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT

ATTEMPTS

DOES NOT LIVE AT ABOVE  ADDRESS

5  
FILED  
0/3:30pm  
DEC 12 2008  
(S)

William A. Shaw  
Prothonotary/Clerk of Courts

OCCUPIED

**SHERIFF'S RETURN**

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

COMPLAINT ON TONY J. BORGER, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

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

COMPLAINT FOR TONY J. BORGER

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

NOW 12-12-08 AT 3<sup>30</sup> AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TONY J. BORGER

REASON UNABLE TO LOCATE

NOT FOUND (EXPIRED)

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter

Deputy Signature

S. Hunter  
Print Deputy Name

SWORN TO BEFORE ME THIS

DAY OF 2008

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

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

NOV 03 2008

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

CACH, LLC. ) COURT OF COMMON PLEAS  
4340 SOUTH MONACO STREET 2ND ) CLEARFILED COUNTY  
FLOOR  
DENVER, CO 80237 )

Plaintiff, )

vs. )

TONY J BORGER )  
303 S 4TH ST )  
CLEARFIELD, PA 16830 )

No.: 2008-2096-CD

### COMPLAINT

To: TONY J BORGER  
303 S 4TH ST  
CLEARFIELD, PA 16830

### 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 judgment 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  
(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 plazo 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 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 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.

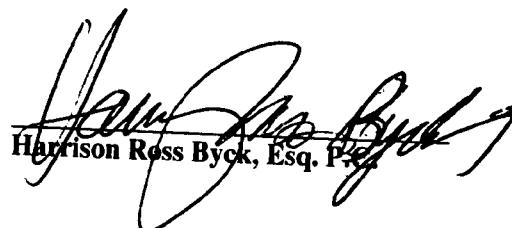
**SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERAL SERVICE  
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **TONY J BORGER**, avers the following:

1. Plaintiff, **CACH, LLC.**, is a Colorado limited liability company doing business at 4340 SOUTH MONACO STREET 2ND FLOOR, DENVER, CO 80237.
2. Defendant, **TONY J BORGER**, is an individual residing at **303 S 4TH ST , CLEARFIELD, PA 16830**.
3. Defendant, **TONY J BORGER**, is indebted to **MARYLAND NATIONAL BANK, N.A.** on an account stated by and between them in the amount of **\$15,836.35** which balance was due and unpaid as of **September 29, 2004**, for credit card account number **5200010999593276**. **<Exhibit A>**
4. On or about **August 19, 2005**, **MARYLAND NATIONAL BANK, N.A.** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC.** **<Exhibit B>**
5. The Defendant, Tony J Borger, last tendered a payment on **April 30, 2004**.
6. A copy of the credit card agreement is attached hereto. **<Exhibit C>**
7. Plaintiff is entitled to charge-off account finance charges of **\$0.00**. **<Exhibit A>**
8. Plaintiff is entitled to pre-litigation charge-off interest of **\$8.6688** per day from the default date ( **19.980%** annual percentage rate x **\$15,836.35** / 365 days) or **\$8.6688 x 600 days = \$5,201.26**; which is accrued interest through the date of filing. **<Exhibit A>** Plus an award of late fees **\$0.00**, court costs **\$195.00** and reasonable attorneys fees of **\$3,167.27** as stated in the Cardholder Agreement attached hereto as **<Exhibit C>**.
9. The defendant, being indebted to the plaintiff in the sum of **\$24,399.98** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$24,399.98** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$24,399.98** together with other interest and costs of suit.

Date: **October 23, 2008**



Harrison Ross Byck, Esq. P.C.

**EXHIBIT A**

5200 0109 9959 3276

## MBNA America

CARDHOLDER SINCE 1987

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
09/30/04	\$15,836.35
TOTAL MINIMUM PAYMENT ENCLOSED	
\$2,233.00	

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN	TOTAL	MINIMUM	PA 16830-221604	PAYMENT DUE DATE
5200 0101 0764 9051	\$17,600		30	09/01/04	\$2,233.00		09/30/04
POST DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS		CHARGES	CREDITS (CR)
09/01	08/01	0015344	MC C	PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 08/31 TOTAL FOR BILLING CYCLE FROM 8/03/2004 THROUGH 9/01/2004	35.00 \$35.00	0.00	

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

### IMPORTANT NEWS

AN IMPORTANT AMENDMENT TO YOUR ACCOUNT TERMS IS ENCLOSED.

### SUMMARY OF TRANSACTIONS

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	TOTAL MINIMUM PAYMENT DUE
\$15,544.03	\$0.00	\$0.00	\$35.00	\$257.32	\$0.00	\$15,836.35	\$1,926.00 \$307.00 \$303.00

### FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.054739% DLY	19.98%	\$0.00
B. ATM, BANK.....	.054739% DLY	19.98%	\$13,586.99
C. PURCHASES.....	.054739% DLY	19.98%	\$2,088.22
D. OTHER BALANCES.....	.000000% DLY	00.00%	\$0.00

### FOR THIS BILLING PERIOD

ANNUAL PERCENTAGE RATE...

19.98%

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT FOR  
YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE  
AND MAY NOT INCLUDE MESSAGES WHICH ARE PERTAINING TO  
IMPORTANT NEWS BLOCK ON YOUR ORIGINAL BIWEEKLY STATEMENT.

### FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call 1-800-996-3068
- To speak to one of our Customer Satisfaction representatives, call 1-800-996-3068
- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-348-3178

Billing rights are preserved only by written inquiry.  
Mail billing inquiries and all other account inquiries to:  
MBNA AMERICA P.O. BOX 15026  
WILMINGTON, DE 19850-9026

**MBNA America**

CARDHOLDER SINCE 1997

Make check  
payable to

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

<b>ACCOUNT NUMBER</b>	
5200 0101 0764 9051	
<b>PAYMENT DUE DATE</b>	<b>NEW BALANCE TOTAL</b>
08/31/04	\$15,544.03
<b>TOTAL MINIMUM PAYMENT</b>	<b>IT ENCLOSED</b>
\$1,826.00	

TONY J BORGER  
404 S 4TH ST  
CLEAREFIELD

PA 16830-221604

404 S 4TH ST  
CLEARFIELD PA 16830-221604

LINE      CASH OR CREDIT      DAYS IN      TOTAL MINUTES

**ACCOUNT NUMBER**

CREDIT LINE CASH OR CREDIT DAYS IN TOTAL MINIMUM PAYMENT DUE DATE  
 \$17,600 32 08/20/91

POST DATE	MEANING	REFERENCE DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS	32	08/02/04	\$1,926.00	08/31/04
0802	0802	0015239		MC C		AUGUST 2004 STATEMENT			CHARGES	CREDITS (CR)
						PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 08/01 TOTAL FOR BILLING CYCLE FROM 7/12/2004 THROUGH 8/02/2004			35.00 035.00	0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAID UP.

## IMPORTANT NEWS

**SUMMARY OF TRANSACTION**

\$15,239.79 \$0.00  
FINANCE CHARGE SCHEDULE  
Category

	Rate	Annual Percentage Rate	Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.054739% DLY	18.96%	\$0.00
B. ATM, BANK	.054739% DLY	18.96%	\$0.00
C. PURCHASES	.054739% DLY	18.96%	\$15,352.56
D. OTHER BALANCES	.000000% DLY	00.00%	\$2,018.34

**FOR YOUR SATISFACTION. EVERY HOUR. EVERY DAY.**

- For our automated Direct Connect service, call 1-800-999-3999
- To speak to one of our Customer Satisfaction representatives, call 1-800-999-3999

- For TDD (Telecommunications Device for the Deaf) assistance, call:

1-800-346-3178  
- Billing rights are preserved only by written inquiry.  
Mail billing inquiries and all other account inquiries to:  
MBNA AMERICA P.O. BOX 15026  
WILMINGTON, DE 19850-2606



**MBNA America**

CARDHOLDER SINCE 1997

Make check  
payable to

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

<b>ACCOUNT NUMBER</b>	
5200 0101 0764 9051	
<b>PAYMENT DUE DATE</b>	
06/30/04	
<b>NEW BALANCE TOTAL</b>	
\$14,957.19	
<b>TOTAL MINIMUM PAYMENT ENCLOSED</b>	
\$1,310.00	

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

ACCOUNT NUMBER		CREDIT LINE		DAYS IN		TOTAL MINIMUM		PAYMENT DUE DATE	
5200 0101 0764 9051		\$17,600		31		06/01/04		\$1,310.00	
POST DATE		REFERENCE NUMBER		TRANSACTIONS				06/30/04	
				JUNE 2004 STATEMENT					
0601		0601		PURCHASES AND ADJUSTMENTS		CHARGES		CREDITS (CR)	
		0014671		LATE FEE FOR PAYMENT DUE 06/31				35.00	
		MC C		TOTAL FOR BILLING CYCLE 05/01/2004 THROUGH 06/30/2004					

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE.

## **IMPORTANT NEWS**

## SUMMARY OF INFORMATION

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charge	+ Transaction Fee Finance Charge	= New Balance Total	Past Due Amount	Current Payment
\$14,671.16	\$0.00	\$0.00	\$35.00	\$251.03	\$0.00	\$14,957.19	\$1,009.00	\$301.00
FINANCE CHARGE SCHEDULE								
Category	Periodic	Corresponding	Balance				Total Min Payment Due	0.00

\$14,671.16 \$0.00  
FINANCE CHARGE SCHEDULE

Category	Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.054730% DLY	18.98%	\$8.00
B. ATM, BANK .....	.054730% DLY	18.98%	\$12,918.65
C. PURCHASES .....	.054730% DLY	18.98%	\$1,882.74
D. OTHER BALANCES .....	.000000% DLY	00.00%	\$8.00

**FOR THIS BILLING PERIOD**

**ANNUAL PERCENTAGE RATE**

**(Includes Periodic Rate And Transaction Fee)** 19.98%

YOUR RECORDS ONLY. A COPY OF YOUR STATEMENTS FOR  
AND MAY NOW INCLUDE MESSAGES WHICH APPEAR IN THE  
IMPORTANT NEWS BLOCK ON YOUR ORIGINAL STORYLINE. 105-1

FOR YOUR SATISFACTION, EVERY HOUR, 8-10PM

- For our automated Direct Connect service, call  
**1-800-888-3898**
- To speak to one of our Customer Satisfaction representatives, call  
**1-800-888-3898**
- For TDD (Telecommunications Device for the Deaf) assistance, call  
**1-800-344-3178**
- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to:  
**MBNA AMERICA P.O. BOX 15028**  
**WILMINGTON, DE 19850-5028**





## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, KARA EGIZI, 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:	TONY BORGER
Original Creditor:	MARYLAND NATIONAL
BANK, N.A.	
Account Number:	5200010999593276

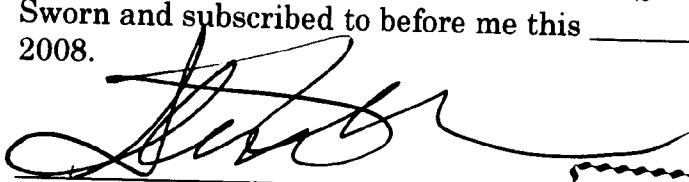
3. On or about August 19, 2005 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: 6/25/08

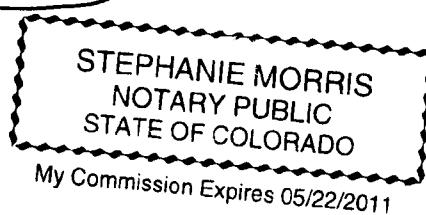
By: Kara Egizi

JUN 25 2008

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.



Notary Public



**EXHIBIT C**

**Credit Card Agreement**  
**Additional Terms and Conditions**

**Selected Sections**

**Privacy Notice**

**Accuracy of Information**

**Credit Reporting Agencies**

**How to Use Your Account**

**Payments on Your Account**

**We May Amend This Agreement**

**What Law Applies**

**Arbitration and Litigation**

NEXT90

**Your Contract With Us**

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading Words Used Often in This Agreement.

**Privacy Notice**

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

**Our Security Procedures:** MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

**Information We Collect:** MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following.

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA and with other companies outside of MBNA.

**Information We Share Within MBNA:** We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

**Information We Share With Others:** From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choices** We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-791-1235. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to [www.mbna.com](http://www.mbna.com) and click on "Privacy Notice." You may have other privacy protections under state law. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

#### **Words Used Often in This Agreement**

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled We May Monitor and Record Telephone Calls and Arbitration and Litigation and when used in each of the sections relating to payment of this account.

(Your Promises to Pay and How We Allocate Your Payments for example)  
 "We," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you make a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in this Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

### Sign Your Card

You should sign your card before you use it.

### We May Monitor and Record Telephone Calls

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

### Credit Reporting Agencies

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

### How to Use Your Account

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

### Transaction Date for Certain Cash Advances

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

### Purposes for Using Your Account

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account to be used to make any illegal transac

### Persons Using Your Account

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for a

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

### **How You May Stop Payment on an Access Check**

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

### **You May Not Postdate an Access Check**

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person who presented it to us for payment, without, in either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

### **Your Promise to Pay**

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

### **Payments on Your Account**

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

### **When Your Payment Will Be Credited to Your Account**

We credit payments as of the date received. If the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

### **How We Allocate Your Payments**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

before any other existing balances

### **Promise to Pay Applies to All Persons**

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

### **Default**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

### **When We May Require Immediate Payment**

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

### **Other Payment Terms**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to

### **Payment Holidays**

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

### **Transactions Made in Foreign Currency**

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a dollar amount in accordance with the operating regular conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### **Billing Cycle**

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each statement reflects a single billing cycle.

### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

- (1) a Late Fee if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date;
- (2) an Overlimit Fee if your New Balance Total exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your New Balance Total to exceed your credit limit; an Overlimit Fee is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;
- (3) a Returned Payment Fee if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation;
- (4) a Returned Cash Advance Check Fee if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentation;
- (5) a Copy Fee for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and
- (6) an Annual Fee if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

**Abandoned-Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

### **Benefits**

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

### **Refusal to Honor Your Account**

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

**We May Suspend or Close Your Account**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

**You May Close Your Account**

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

**Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

**We May Amend This Agreement**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher- or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

**We May Sell Your Account**

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account under this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

**Your Credit Limit**

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction, or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

**What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit. we may (1) permit the transaction without raising your credit limit, (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due, or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Over/limit Fee as provided in this Agreement.

#### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

#### **You Must Notify Us When You Change Your Address**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

#### **What Law Applies**

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

#### **The Provisions of This Agreement Are Severable**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

#### **Our Rights Continue**

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

#### **Arbitration and Litigation**

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them, in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration. The arbitration shall be conducted by the National Arbitrator.

Forum ("NAF") under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www arb-forum.com](http://www arb-forum.com), or P.O. Box 5019: Minneapolis, Minnesota 55409, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for an arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation, and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

**THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.**

## CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

### CONSUMER PROTECTION DISCLOSURES

**CREDIT INSURANCE IS NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.**

**PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.**

**Credit Insurance** pays your minimum monthly payment up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant, authorized users are not eligible), under age 66 (70 in AZ, NV & VA; 71 in FL, GA, MI, NO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, NJ, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

**Costs over \$100 per Month of Average Daily Balance.**  
 Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c; IL 8.6c; D 16.9c; U 54c; F 20c; IL 80.97c; IN 96c; IA 97.8c; L 7.2c; D 16.4c; U 54c; F 20c; KS 85.47c; KY 97.4c; LA 99.93c; ME 53.09c; MD 79.74c; MA 15.7c; MI 89.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 99.8c; NV 99.87c; NH 95c; NJ 97c; NM 98.9c; NY 52.3c (L 8.8c; D 26.8c; U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.9c; TX 33.7c (L 4.8c; D 12.9c; U 16c); UT 90.44c; VT 34.92c (L 6.68c; D 12.24c; F 16c); VA 84c (L 6.1c; D 8.9c; U 49c; F 20c); WA 89.39c; WV 99.5c; WI 93.6c (L 5.7c; D 8.9c; U 59c; F 20c); WY 99.7c.

**Availability:** Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

**Underwriting Companies/Policy:** Involuntary Unemployment: American Security/LOI(5/83), LOI NY(3/93), AS LOI TX(1/1991), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/83) and LOIC-IP; Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, VA, WV & WY; Standard Guaranty Life (TX only)/L-1-Z(8/92)(3.53RA), First Portis Life (NY Life only)/NYLML0013 American Security (NY Disability only)/W-S-A, Portis Insurance (ME only)/U-X-A, Family Leave: American Security/FLP(4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WV(4/97) in WV; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Selling agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/36th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

\*\*The number of monthly benefit payments will not exceed 9 for family leave; 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P. O. Box 30395, Atlanta, GA 30302. Applications will be sent to you.

## VERIFICATION

I, KARA EGIZI, 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 TONY BORGER owes the balance of \$15,836.35 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

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

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

By: Kara Egizi  
*Authorized Representative*

Dated: 6/25/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104864  
NO. 08-2096-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CACH, LLC.  
vs.  
DEFENDANT: TONY J. BORGER

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	9653	10.00
SHERIFF HAWKINS	HARRISON	9653	16.00

5:11 PM  
03/15/09  
FEB 17 2009  
William A. Shad  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

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

Attorney for Plaintiff

---

CACH, LLC.	)	CLEARFIELD COUNTY
4340 SOUTH MONACO STREET 2ND	)	COURT OF COMMON PLEAS
FLOOR	)	
DENVER, CO 80237	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.: 2008-02096-CD
	)	
TONY J BORGER	)	
303 S 4TH ST	)	
CLEARFIELD, PA 16830	)	
	)	
Defendant.	)	

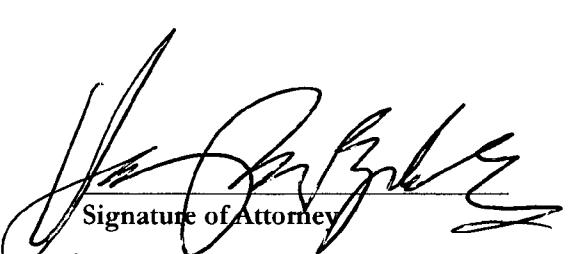
---

## PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Reissue Writ  
 Reinstate Complaint

*S* FILED Atty pd. 7.00  
M 10:58 AM  
AUG 19 2009  
2CC  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Compl.  
Reinstated  
to Sheriff

  
Signature of Attorney

ID #: 61511

Print Name  
June 02, 2009

Date

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

Service # 1 of 1 Services

Sheriff Docket # **106072**

CACH, LLC

Case # 08-2096-CD

vs.

TONY J. BORGER

TYPE OF SERVICE PRAECIPE & COMPLAINT

**SHERIFF RETURNS**

NOW September 17, 2009 RETURNED THE WITHIN PRAECIPE & COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO TONY J. BORGER, DEFENDANT. NEED NEW ADDRESS FOR SERVICE

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HARRISON	21998	10.00
SHERIFF HAWKINS	HARRISON	21998	5.00

**FILED**  
013:25PM  
SEP 17 2009  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

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

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

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

Attorney for Plaintiff

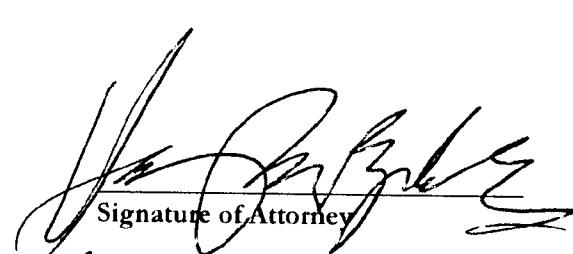
CACH, LLC.	)	CLEARFIELD COUNTY
4340 SOUTH MONACO STREET 2ND	)	COURT OF COMMON PLEAS
FLOOR	)	
DENVER, CO 80237	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.: 2008-02096-CD
	)	
TONY J BORGER	)	
303 S 4TH ST	)	
CLEARFIELD, PA 16830	)	
	)	
Defendant.	)	

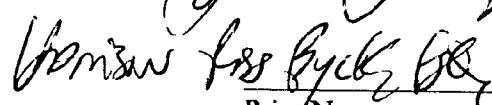
## PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

( Reissue Writ

( Reinstate Complaint

  
Signature of Attorney

  
Print Name

June 02, 2009

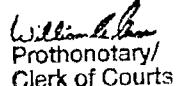
Date

ID #: 61511

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

AUG 19 2009

Attest.

  
William L. Hen  
Prothonotary/  
Clerk of Courts

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

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

NOV 03 2008

*William L. Hays*  
Prothonotary/  
Clerk of Court

CACH, LLC. ) COURT OF COMMON PLEAS  
4340 SOUTH MONACO STREET 2ND ) CLEARFILED COUNTY  
FLOOR  
DENVER, CO 80237 )

Plaintiff, )

vs. )

TONY J BORGER )  
303 S 4TH ST )  
CLEARFIELD, PA 16830 )

No.: 2008-2096-CD

*8/19/09*  
Reinstated/Reissued to Sheriff \_\_\_\_\_  
for service.

*W. L. Hays*  
Deputy Prothonotary

---

### COMPLAINT

To: TONY J BORGER  
303 S 4TH ST  
CLEARFIELD, PA 16830

### 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 judgment 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  
(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 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 SUFFICIENTE 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.**

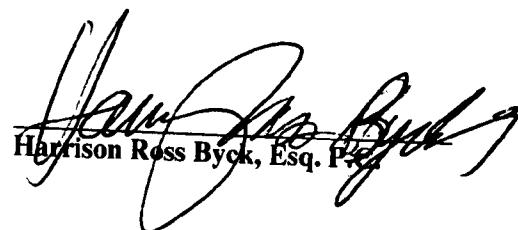
**SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERAL SERVICE  
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **TONY J BORGER**, avers the following:

1. Plaintiff, **CACH, LLC.**, is a Colorado limited liability company doing business at 4340 SOUTH MONACO STREET 2ND FLOOR, DENVER, CO 80237.
2. Defendant, **TONY J BORGER**, is an individual residing at 303 S 4TH ST , CLEARFIELD, PA 16830.
3. Defendant, **TONY J BORGER**, is indebted to **MARYLAND NATIONAL BANK, N.A.** on an account stated by and between them in the amount of **\$15,836.35** which balance was due and unpaid as of **September 29, 2004**, for credit card account number **5200010999593276**. <Exhibit A>
4. On or about **August 19, 2005**, **MARYLAND NATIONAL BANK, N.A.** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC.** <Exhibit B>
5. The Defendant, Tony J Borger, last tendered a payment on **April 30, 2004**.
6. A copy of the credit card agreement is attached hereto. <Exhibit C>
7. Plaintiff is entitled to charge-off account finance charges of \$0.00. <Exhibit A>
8. Plaintiff is entitled to pre-litigation charge-off interest of **\$8.6688** per day from the default date ( **19.980%** annual percentage rate x **\$15,836.35** / 365 days) or **\$8.6688 x 600 days = \$5,201.26**; which is accrued interest through the date of filing. <Exhibit A> Plus an award of late fees **\$0.00**, court costs **\$195.00** and reasonable attorneys fees of **\$3,167.27** as stated in the Cardholder Agreement attached hereto as <Exhibit C>.
9. The defendant, being indebted to the plaintiff in the sum of **\$24,399.98** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$24,399.98** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$24,399.98** together with other interest and costs of suit.

Date: October 23, 2008



Harrison Ross Byck, Esq., P.A.

**EXHIBIT A**

5200 0109 9959 3276

# MBNA America

CARDHOLDER SINCE 1997

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
09/30/04	\$15,836.35
TOTAL MINIMUM PAYMENT ENCLOSED	
\$2,233.00	

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN	TOTAL	MINIMUM	PAYMENT DUE	PAYMENT DUE DATE
POST DATE	TRANSACTION NUMBER	CARD TYPE	TRANSACTIONS	ENCLOSURE	DATE	AMOUNT	
0901 0001	0015344	MC C	PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 08/31 TOTAL FOR BILLING CYCLE FROM 8/01/2004 THROUGH 8/31/2004	STATEMENT	09/01/04	\$2,233.00	09/30/04
						35.00 \$35.00	0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

AN IMPORTANT AMENDMENT TO YOUR ACCOUNT TERMS IS ENCLOSED.

## SUMMARY OF TRANSACTIONS

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	TOTAL MINIMUM PAYMENT DUE
\$15,544.03	80.00	80.00	\$35.00	\$257.32	\$0.00	\$15,836.35	\$1,926.00

## FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.084739% DLY	19.98%	\$0.00
B. ATM, BANK .....	.084739% DLY	19.98%	\$13,500.99
C. PURCHASES .....	.084739% DLY	19.98%	\$2,048.22
D. OTHER BALANCES .....	.000000% DLY	00.00%	\$0.00

## FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call 1-800-996-3098
- To speak to one of our Customer Satisfaction representatives, call 1-800-996-3098
- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-344-3178

## FOR THIS BILLING PERIOD

### ANNUAL PERCENTAGE RATE

19.98%

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENTS FOR YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR ON THE ORIGINAL STATEMENT.

1-800-996-3098  
Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to: MBNA AMERICA P.O. BOX 15026 WILMINGTON, DE 19850-5026

# MBNA America

CARDHOLDER SINCE 1987

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	5200 0101 0764 9051	
PAYMENT DUE DATE	08/31/04	NEW BALANCE TOTAL
		\$15,544.03
TOTAL MINIMUM PAYMENT ENCLOSED		
	\$1,926.00	

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN	TOTAL MINIMUM	PAYMENT DUE	PAYMENT DUE DATE
5200 0101 0764 9051	\$17,600		32	08/02/04	\$1,926.00	08/31/04
POST DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS	CHARGES	CREDITS (CR)
0802 0802	0015239	MC C		PURCHASES AND ADJUSTMENTS LATE FEE FOR PAYMENT DUE 08/01 TOTAL FOR BILLING CYCLE FROM 7/02/2004 THROUGH 8/02/2004	35.00 \$35.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

### SUMMARY OF TRANSACTIONS

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	TOTAL MINIMUM PAYMENT DUE
\$15,239.79	\$0.00	\$0.00	\$35.00	\$269.24	\$0.00	\$15,544.03	\$1,607.00

### FINANCE CHARGE SCHEDULE

Periodic Rate Corresponding Annual Balance Subject to Finance Charges

### FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call 1-800-366-3699
- To speak to one of our Customer Satisfaction representatives, call 1-800-366-3698

- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-346-3178

- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to: MBNA AMERICA P.O. BOX 15028 WILMINGTON, DE 19850-5028

### FOR THIS BILLING PERIOD

#### ANNUAL PERCENTAGE RATE

19.98%

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT FOR YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE AND MAY NOT INCLUDE TRANSACTIONS WHICH APPEARED ON THE PREVIOUS STATEMENT.

IMPORTANT NEWS BLOCK ON YOUR ORIGINAL BIWEEKLY STATEMENT.



**MBNA America**

**CARDHOLDER SINCE 1997**

Make check  
payable to

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
06/30/04	\$14,957.19
TOTAL MINIMUM PAYMENT ENCLOSURE	
\$1,310.00	

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DOYS IN	TOTAL	MINIMUM	PAYMENT DUE	DATE
5200 0101 0764 9051	\$17,600		31	06/01/04	\$1,310.00		06/30/04
POST DUE DATE	REFERENCE	CARD	CAT	TRANSACTIONS			
	DATE NUMBER			JUNE 2004 STATEMENT			
0801	0801	0014871	MC C	PURCHASES AND ADJUSTMENTS			CHARGES
LATE FEE FOR PAYMENT DUE 06/31							CREDITS (CR)
TOTAL FOR BILLING CYCLE FROM 5/02/2004 THROUGH 6/01/2004							35.00
							35.00
							0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE.

## **IMPORTANT NEWS**

**SUMMARY OF TRANSACTIONS**

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charge	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$1,009.00
\$14,671.16	\$0.00	\$0.00	\$35.00	\$251.03	\$0.00	\$14,957.19	Current Payment	\$301.00
FINANCE CHARGE SCHEDULE							Total Min Payment \$140.00	
Category	Periodic Rate	Corresponding	Balance					

FINANCE CHARGE SCHEDULE  
Category

5.00	\$251.03	
Corresponding Annual Percentage Rate	Balance Subject to Finance Charges	
18.98%	\$9.88	
18.98%	\$12,918.68	
18.98%	\$1,882.74	
00.00%	\$0.00	

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY.

- For our automated Direct Connect service, call  
1-800-898-3898
- To speak to one of our Customer Satisfaction representatives, call  
1-800-898-3898
- For TDD (Telecommunications Device for the Deaf) assistance, call  
1-800-348-3178
- Billing rights are preserved only by written inquiry.  
Mail billing inquiries and all other account inquiries to:  
MBNA AMERICA P.O. BOX 15026  
WILMINGTON, DE 19850-5026

**FOR THIS BILLING PERIOD**

**ANNUAL PERCENTAGE RATE**

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT FOR  
YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE  
AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE  
IMPORTANT NEWS BLOCK ON YOUR ORIGINAL BIOCIDIC STATEMENT.

# MBNA America

CARDHOLDER SINCE 1997

Make check  
payable to:

MBNA AMERICA  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137

03

ACCOUNT NUMBER	
5200 0101 0764 9051	
PAYMENT DUE DATE	NEW BALANCE TOTAL
05/31/04	\$14,671.16
TOTAL MINIMUM PAYMENT ENCLOSED	
	\$1,009.00

TONY J BORGER  
404 S 4TH ST  
CLEARFIELD PA 16830-221604

S 000000000000000000129935000121502101467116001009000005200010107649051  
S 00018813700014054700000000000000001467116001009000005200010107649051

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT	DAYS IN	TOTAL MINIMUM PAYMENT	PAYMENT DUE DATE	PAYMENT DUE DATE
5200 0101 0764 9051	\$17,600		30	05/01/04	\$1,009.00	05/31/04
POST DATE	TRANSACTION NUMBER	CARD TYPE	TRANSACTIONS		CHARGES	CREDITS (CR)
			MAY 2004 STATEMENT			
0403	00461419317	MC	PAYMENTS AND CREDITS			
0430	12155426098	MC	PAYMENT - THANK YOU		200.00 CR	
		MC	PAYMENT - THANK YOU		200.00 CR	
0501	0501	0014394	MC C PURCHASES AND ADJUSTMENTS			
			LATE FEE FOR PAYMENT DUE 04/30		35.00	
			TOTAL FOR BILLING CYCLE FROM 4/02/2004 THROUGH 5/01/2004		\$35.00	\$400.00 CR

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

### SUMMARY OF TRANSACTIONS

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases &Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance	TOTAL MINIMUM PAYMENT DUE
\$16,794.67	\$400.00	\$0.00	\$35.00	\$241.49	\$0.00	\$14,671.16	\$710.00
							Current Payment \$291.00

FINANCE CHARGE SCHEDULE	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges	Past Due Amount	Current Payment	Total Min Payment

A. BALANCE TRANSFER, CHECKS	.054730% DLY
B. ATM, BANK .....	.054730% DLY
C. PURCHASES .....	.054730% DLY
D. OTHER BALANCES .....	.000000% DLY

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.054730% DLY	19.98%	\$0.00
B. ATM, BANK .....	.054730% DLY	19.98%	\$12,888.88
C. PURCHASES .....	.054730% DLY	19.98%	\$1,816.91
D. OTHER BALANCES .....	.000000% DLY	00.00%	\$0.00

### FOR THIS BILLING PERIOD

#### ANNUAL PERCENTAGE RATE

19.98%

(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT FOR  
YOUR RECORDS ONLY. THIS COPY IS NOT A DUPLICATE  
AND MAY NOT INCLUDE MESSAGES WHICH APPEAR ON THE  
IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

#### FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call 1-800-898-3898
- To speak to one of our Customer Satisfaction representatives, call 1-800-898-3898
- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-346-3178
- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to: MBNA AMERICA P.O. BOX 15026 WILMINGTON, DE 19850-5026



**EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, KARA EGIZI, 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:	TONY BORGER
Original Creditor:	MARYLAND NATIONAL
BANK, N.A.	
Account Number:	5200010999593276

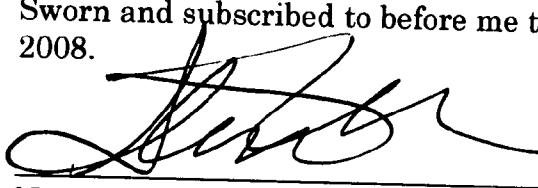
3. On or about August 19, 2005 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: 6/25/08

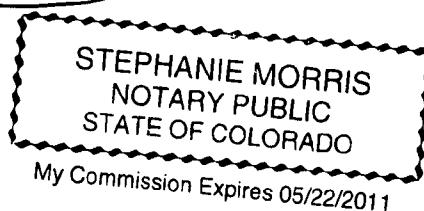
By: Kara Egizi

JUN 25 2008

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.



Notary Public



**EXHIBIT C**

**Credit Card Agreement**  
**Additional Terms and Conditions**

**Selected Sections**

■ **Privacy Notice**

■ **Accuracy of Information**

■ **Credit Reporting Agencies**

■ **How to Use Your Account**

■ **Payments on Your Account**

■ **We May Amend This Agreement**

■ **What Law Applies**

■ **Arbitration and Litigation**

NEXT90

**Your Contract With Us**

Your Credit Card Agreement with us consists of these Additional Terms and Conditions and the document called the Required Federal Disclosures or the Initial Disclosure. You agree to the terms and conditions of this Agreement. For the purpose of the Privacy Notice, we will use the definition contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the definitions described under the section heading Words Used Often in This Agreement.

**Privacy Notice**

Your privacy is important to us. At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

**Our Security Procedures:** MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

**Information We Collect:** MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and
- Information about your transactions with MBNA and with other companies outside of MBNA.

**Information We Share Within MBNA:** We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

**Information We Share With Others:** From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

**Important Information About Your Choices:** We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1235. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

MBNA applies opt outs at the account level, not by individual customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to [www.mbna.com](http://www.mbna.com) and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

#### **Words Used Often in This Agreement**

"Agreement" or "Credit Card Agreement" means these Additional Terms and Conditions and the Required Federal Disclosures (or the Initial Disclosure) and any changes we make to those documents from time to time.

"You" and "your" mean each and all of the persons who are granted, accept, or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections entitled We May Monitor and Record Telephone Calls and Arbitration and Litigation and when used in each of the sections relating to payment of this account.

(Your Promises to Pay and How We Allocate Your Payments. For example:

"We," "us," "our", and "MBNA America" mean MBNA America Bank, N.A.

"Card" means all the credit cards we issue to you and to any other person with authorization to use this account pursuant to this Agreement.

"Access check" means an access check we provide to you make a Check Cash Advance on your account.

If we use a capitalized term in this document but do not define the term in this document, the term has the meaning given in the Required Federal Disclosures or the Initial Disclosure or as used in your monthly statement.

We use section headings (such as Words Used Often in This Agreement) to organize this Agreement. The actual terms of this Agreement are in the sentences that follow and not the headings.

**Sign Your Card**

You should sign your card before you use it.

**We May Monitor and Record Telephone Calls**

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

**Credit Reporting Agencies**

You authorize MBNA America to collect information about you, including credit reports from consumer reporting agencies.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write us at: MBNA Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number and explain what you believe is inaccurate or incomplete.

**How to Use Your Account**

You may obtain credit in the form of Purchases and Cash Advances by using your cards, access checks, account number, or other credit devices. Please refer to your Required Federal Disclosures or Initial Disclosure to determine what transactions constitute Purchases and Cash Advances and how you may obtain them.

**Transaction Date for Certain Cash Advances**

The transaction date for Check Cash Advances and Bank Transfers done by check is the date you or the person to whom the check is made payable first deposits or cashes the check. The transaction date for a returned payment (which will then be classified as a Bank Cash Advance) is the date that the corresponding payment posted to your account.

**Purposes for Using Your Account**

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us. You may not use your account to be used to make any illegal transaction.

**Persons Using Your Account**

If you permit any person to use your card, access check, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for a

transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders.

### **How You May Stop Payment on an Access Check**

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

### **You May Not Postdate an Access Check**

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentation or return it unpaid to the person who presented it to us for payment, without. In either case, waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

### **Your Promise to Pay**

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge against your account.

### **Payments on Your Account**

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by your Payment Due Date. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on financial institutions located outside the United States. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees.

### **When Your Payment Will Be Credited to Your Account**

We credit payments as of the date received, if the payment is (1) received by 2 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 2 p.m. on any day, including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

### **How We Allocate Your Payments**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with lower APRs (such as those with promotional APR offers) being paid

before any other existing balances

**Promise to Pay Applies to All Persons**

All persons who initially or subsequently request, accept, guarantee, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and any such person or persons repays us the total outstanding balance owed to us at any time under the terms of this Agreement.

**Default**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

**When We May Require Immediate Payment**

If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Arbitration and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

**Other Payment Terms**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment including those marked with "Paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person who presented it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to

**Payment Holidays**

We may allow you, from time to time, to omit a monthly payment. We will notify you when this option is available. You omit a payment, finance charges and any applicable will accrue on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

**Transactions Made in Foreign Currencies**

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. Visa or MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **Billing Cycle**

Your billing cycle ends each month on a **Closing Date** determined by us. Each billing cycle begins on the day after the **Closing Date** of the previous billing cycle. Each statement reflects a single billing cycle.

#### **Account Fees and Charges**

**Account Fees:** The following fees, which are set forth in your Required Federal Disclosures or Initial Disclosure, are charged as Purchases in the billing cycle in which the fees accrue:

(1) a **Late Fee** if the **Total Minimum Payment Due** shown on your monthly statement is not received by us on or before its **Payment Due Date**;

(2) an **Overlimit Fee** if your **New Balance Total** exceeds your credit limit on the last day of a billing cycle, even if fees or finance charges charged by us cause your **New Balance Total** to exceed your credit limit; an **Overlimit Fee** is charged to your account as of the day in the billing cycle that the total outstanding balance on your account exceeds your credit limit;

(3) a **Returned Payment Fee** if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentation;

(4) a **Returned Cash Advance Check Fee** if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentation;

(5) a **Copy Fee** for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and six sales drafts will be provided for free; and

(6) an **Annual Fee** if your account is open or if you maintain an account balance, whether you have active charging privileges or not.

**Abandoned-Property Charges:** Unless prohibited by applicable law, we will charge your account, as a Purchase, for any costs incurred by us associated with complying with state abandoned-property laws.

Please review your Required Federal Disclosures or Initial Disclosure for additional fees and charges that may apply to your account.

#### **Benefits**

We may offer you certain benefits and services with your account. Unless expressly made a part of this Agreement, any such benefits or services are not a part of this Agreement but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of MBNA America. We may adjust, add, or delete benefits and services at any time and without notice to you.

#### **Refusal to Honor Your Account**

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other bank, or any provider of goods or services.

**We May Suspend or Close Your Account**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks, and other credit devices on the account when we request that you do so.

**You May Close Your Account**

You may close your account by notifying us in writing or by telephone and destroying all cards, access checks, and other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

**Transactions After Your Account Is Closed**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as Internet service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

**We May Amend This Agreement**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. We may replace your card with another card at any time.

**We May Sell Your Account**

We may at any time, and without notice to you, sell, assign, or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account, this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

**Your Credit Limit**

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time.

The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transaction, or credits that post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees.

**What We May Do if You Attempt to Exceed Your Credit Limit**

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit. we may (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, we may charge an Overlimit Fee as provided in this Agreement.

#### **Unauthorized Use of Your Card**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

#### **You Must Notify Us When You Change Your Address**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

#### **What Law Applies**

This Agreement is made in Delaware, and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

#### **The Provisions of This Agreement Are Severable**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

#### **Our Rights Continue**

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

#### **Arbitration and Litigation**

This Arbitration and Litigation provision applies to you, unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them, in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration and Litigation section or the validity of the entire Agreement or any prior Agreement, shall be resolved by binding arbitration. The arbitration shall be conducted by the National Arbitrator.

Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office: [www arb-forum.com](http://www arb-forum.com), or P.O. Box 3019; Minneapolis, Minnesota 55403, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for an arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitation, and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration and Litigation section applies to all Claims now in existence or that may arise in the future.

This Arbitration and Litigation section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you, or sale of the debt by us.

For the purposes of this Arbitration and Litigation section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a codefendant in any Claim you assert against us.

If any part of this Arbitration and Litigation section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration and Litigation section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS, OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

## CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

### CONSUMER PROTECTION DISCLOSURES

**CREDIT INSURANCE IS NOT A DEPOSIT; NOT FDIC-INSURED; NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY; AND NOT GUARANTEED BY THE BANK.**

**PURCHASE OF CREDIT INSURANCE IS NOT A CONDITION OF OBTAINING CREDIT. IF COVERAGE IS DESIRED, IT MAY BE PURCHASED ELSEWHERE.**

**Credit Insurance** pays your minimum monthly payment up to your balance on the date of loss (not to exceed \$25,000, except disability in MN), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Credit Insurance also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit (not AL, AZ, AR, DE, DC, ID, IL, IA, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY), or \$25,000 if you die.

**Eligibility:** One insured per account (insured must be the primary cardholder or a co-applicant; authorized users are not eligible), under age 66 (70 in AZ, NY & VA; 71 in FL, GA, MI, MO & OK; 72 in NM). Your coverage ends at these same ages (except family leave in AZ, FL & SD & unemployment). When enrolled, certificates will be mailed explaining your coverage & effective date. In MN, unemployment coverage is effective 61 days from your certificate effective date. For unemployment or family leave benefits, you must be gainfully employed working at least 30 hrs/wk (not self-employed or an independent contractor) for 90 consecutive days before the date of loss (CO - before application date), (PA - on the date of loss), (TX - before coverage effective date for unemployment). Employees of professional corporations may be eligible.

**Coverages & Benefits:** Credit Insurance covers: your death; involuntary unemployment due to job loss, general strike, unionized labor dispute, or lockout; total disability due to sickness or injury if you are unable to perform the material & substantial duties of your job (or any job after 12 mos. in PA; 18 mos. in AL, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IA, KS, LA, MD, MN, MS, NV, NJ, ND, OH, OK, RI, SD, TN, VT, WA, WV, WI & WY); your or your spouse's unpaid leave of absence from employment due to care of your newborn or newly adopted child or an incapacitated immediate family member (must be spouse, child, stepchild or parent in AK); mandatory recall to active military duty; jury duty (except in AK); or residence in a federally declared disaster area. Loss (not death) must continue at least 30 days before benefits begin. In NY, for strikes, unionized labor disputes & lockouts, you must be unemployed for 7 consecutive weeks & qualify for state unemployment benefits before benefits begin. A daily benefit is paid for each day of loss over 30 days for unemployment in NY & PA, and disability in CA, CT, GA, NY, MI, PA, RI & SC. You may cancel this coverage at any time. If canceled within the first 30 days of coverage, all premiums will be refunded.

**Exclusions:** Life: suicide in the first 6 months of coverage (not MD & MO). Involuntary Unemployment: retirement, resignation, voluntary forfeiture of income or job loss due to willful or criminal misconduct, disability, strikes in IL, military discharge in NY & normal seasonal unemployment in TX. Disability: normal pregnancy or childbirth (not CA, MA & NV), intentionally self-inflicted injuries (not MD), or a pre-existing medical condition during first 6 months of coverage (not NJ). Family leave benefits are not paid if you are eligible for or receiving unemployment benefits or are disabled.

This is only a brief description of coverage, and coverages vary by state. Please refer to your certificates for a full explanation of coverage.

**Costs per \$100 per Month of Average Daily Balance:**

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 30.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.4c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 53.09c; MD 79.74c; MA 15.7c; MI 89.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 95.8c; NV 99.87c; NH 95c; NJ 97c; NM 98.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.9c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 89.39c; WV 99.5c; WI 99.6c (L 5.7c, D 8.9c, U 59c, F 20c); WY 99.7c.

**Availability:** Involuntary Unemployment is not available in MA or VT. Family Leave is not available in AL, CT, MA, MD, MN, NM, NY, PA, or TX.

**Underwriting Companies/Policy:** Involuntary Unemployment: American Security/LOI(5/83), LOI NY(3/93), AS LOI TX(11/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/83) and LOIC-IP: Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY: Standard Guaranty Life (TX only)/L-1-Z(8/92)(3.53RA), First Fortis Life (NY Life only)/NYLM0013 American Security (NY Disability only)/WS-A, Fortis Insurance (ME only)/U-X-A, Family Leave: American Security/FLP (4/97), FLP-FLI(2/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(1/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME; FL-IP-WY(4/97) in WY; Standard Guaranty/FLP (4/97) in NH; Union Security Life/FLP-VT(4/97) in VT. Soliciting agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

\*Less past due and over credit limit amounts. In MI, coverage pays 5% of the balance on your date of disability up to \$1250. In OR, coverage pays the greater of 1/36th of the balance or the current minimum payment due on your date of loss. In NY & PA, coverage pays the minimum payment due on your date of loss. In TX, coverage pays the greater of 6% of your insured outstanding balance on your date of unemployment or your minimum monthly payment.

\*The number of monthly benefit payments will not exceed 9 for family leave, 12 for unemployment in AL, AK, CT, IL, MI, MN, MO, NM, NC, NY, PA, SC & TX; 12 for disability in AK, CO, CT, FL, KY, MA, MO, MT, NE, NH, NM, NC, OR, SC, UT & VA.

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P. O. Box 50399, Atlanta, GA 30302. Applications will be sent to you.

## VERIFICATION

I, KARA EGIZI, 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 TONY BORGER owes the balance of \$15,836.35 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

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

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

By: Kara Egizi  
*Authorized Representative*

Dated: 6/25/08

HARRISON ROSS BYCK, ESQ. P.C.  
Attorney ID: #61511  
229 Plaza Boulevard - Suite 112  
Morrisville, PA 19067  
P: 215.428.0666 / F: 215.428.0740

RECEIVED  
CLEARFIELD COUNTY  
COURT CLERK'S OFFICE  
FEB 10 2010

SAR 10 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

3 CLEARS TO  
ATTORNEY  
REINSTATEMENT  
CONT. TO SHAW

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

**CACH, LLC.**

4340 SOUTH MONACO STREET  
2ND FLOOR  
DENVER, CO 80237

:

Plaintiff(s),

**Docket No.: 2008-02096-CD**

vs.

:

**TONY J BORGER**

235 JONES LANE  
CLEARFIELD, PA 16830-7225

:

**PRAECIPE TO REINSTATE  
OR REISSUE**

:

Defendant(s).

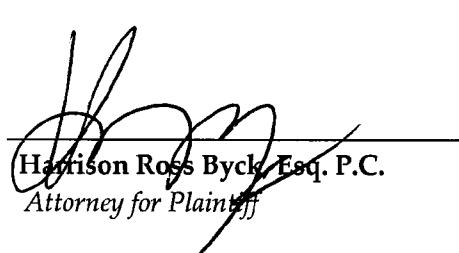
:

TO THE CLERK OF COURTS:

**REINSTATE** the Complaint in the above captioned matter.

**REISSUE** the Writ of \_\_\_\_\_ in the above captioned matter.

**OTHER:**

  
Harrison Ross Byck, Esq. P.C.  
Attorney for Plaintiff

Date: February 17, 2010

3-11-10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2096-CD

CACH, LLC  
vs  
TONY J. BORGER

SERVICE # 1 OF 1

NOTICE & COMPLAINT

SERVE BY: 04/09/2010

HEARING:

PAGE: 106831

DEFENDANT: TONY J. BORGER  
ADDRESS: 235 JONES LANE  
CLEARFIELD, PA 16830

303 S 4th St  
CLFD

FILED

3/11/2010  
MAR 18 2010

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

William A. Shaw  
Prothonotary/Clerk of Courts

ATTEMPTS

3-15-10 NO

3-16-10 NH

SHERIFF'S RETURN

NOW This 18th of March 2010 AT 11:20 AM PM SERVED THE WITHIN

NOTICE & COMPLAINT ON TONY J. BORGER, DEFENDANT

BY HANDING TO

TIA BORGER

WIFE

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

ADDRESS SERVED 303 S. 4th St CLFD

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

NOTICE & COMPLAINT FOR TONY J. BORGER

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

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

I MAKE RETURN OF **NOT FOUND** AS TO TONY J. BORGER

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2010

So Answers: CHESTER A. HAWKINS / SHERIFF

BY:

George F. Dehaven  
Deputy Signature  
George F. Dehaven  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106831  
NO: 08-2096-CD  
SERVICES 1  
NOTICE & COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: TONY J. BORGER

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	25993	10.00
SHERIFF HAWKINS	HARRISON	25993	21.44

9/3/10 cm  
S  
William A. Hawkins  
Prothonotary, Clearfield Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2010  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Chester A. Hawkins  
Sheriff

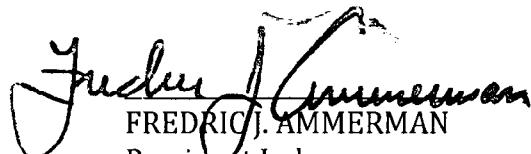
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CACH, LLC \* NO. 2008-2096-CD  
Plaintiff \*  
vs. \*  
TONY J. BORGER \*  
Defendant \*  
\*  
\*  
\*

**ORDER**

NOW, this 2<sup>nd</sup> day of August, 2013, upon the Court's review of the docket and noting no activity for a period of over three years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

7/10/2013 NoCC  
S 0110.32cm  
Z 06 2013 616  
William A. Shaw  
Prothonotary Clerk of Courts