

08-2197-CD
CACH LLC vs Stanley G. Dixson

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. 08-2197-CD

VS.

Type of Pleading: CIVIL COMPLAINT

STANLEY G DIXSON

(Defendant)

593 TREASURE LK
DU BOIS, PA 15801

Filed on behalf of: PLAINTIFF

HARRISON ROSS BYCK, ESQ

Filed By

229 PLAZA BOULEVARD

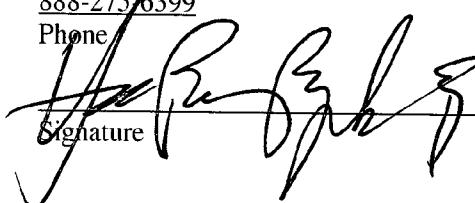
MORRISVILLE, PA 19067

Address

888-275-6399

Phone

Signature



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FILED Atty pd. 95.00
m 11:47 AM
NOV 14 2008 2CC Atty Byck
William A. Shaw
Prothonotary/Clerk of Courts
1CC Sheriff

Harrison Ross Byck, Esq., P.C.

229 Plaza Boulevard

Suite 112

Morrisville, Pennsylvania 19067

1-888-275-6399/(215) 428-0666

Attorney for Plaintiff

#61511

CACH, LLC.)	COURT OF COMMON PLEAS
4340 SOUTH MONACO STREET 2ND)	CLEARFILED COUNTY
FLOOR)	
DENVER, CO 80237)	
)	
Plaintiff,)	
)	
vs.)	No.:
)	
STANLEY G DIXSON)	
593 TREASURE LK)	
DU BOIS, PA 15801)	
)	
)	

COMPLAINT

To: **STANLEY G DIXSON**
593 TREASURE LK
DU BOIS, PA 15801

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 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.

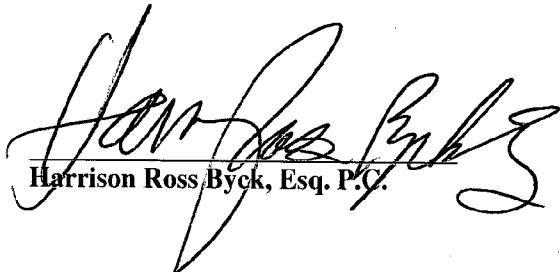
**SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERAL SERVICE
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **STANLEY G DIXSON**, 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, **STANLEY G DIXSON**, is an individual residing at **593 TREASURE LK , DU BOIS, PA 15801**.
3. Defendant, **STANLEY G DIXSON**, is indebted to **BANK OF AMERICA, N.A.** on an account stated by and between them in the amount of **\$17,893.05** which balance was due and unpaid as of **June 29, 2007**, for credit card account number **4800115991022310**. <Exhibit A>
4. On or about **August 1, 2007**, **BANK OF AMERICA, N.A.** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC.** <Exhibit B>
5. The Defendant, Stanley G Dixson, last tendered a payment on **November 10, 2006**.
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 **\$15.8047** per day from the default date (**32.240%** annual percentage rate x **\$17,893.05** / 365 days) or **\$15.8047 x 456 days = \$7,206.95**; 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 **\$3,578.61** as stated in the Cardholder Agreement attached hereto as <Exhibit C>.
9. The defendant, being indebted to the plaintiff in the sum of **\$28,873.61** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$28,873.61** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$28,873.61** together with other interest and costs of suit.

Date: **October 30, 2008**



Harrison Ross Byck, Esq. P.C.

EXHIBIT A

EXHIBIT B

CERTIFICATE OF PURCHASE

I, ELKE DRAGOS, 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: STANLEY DIXSON
Original Creditor: Bank Of America, N.A.
Account Number: 4800115991022310

3. On or about August 1, 2007 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: 5/23/08

By: Elke L

Sworn and subscribed to before me this MAY 23 2008 day of _____, 2008.

Robin E Karry
Notary Public

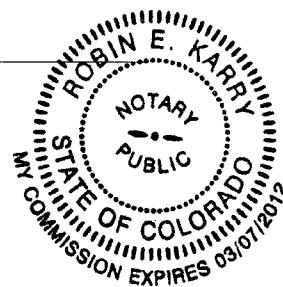


EXHIBIT C

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

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

Promotional Balances:

Annual Percentage Rate ("APR") of 3.9% (0.01083% corresponding Daily Periodic Rate) effective through the sixth billing cycle following the month your Account was opened. Thereafter, the Purchase APR below will apply to your purchases.

Purchases:

The Annual Percentage Rate for purchases, a variable rate, adjustable quarterly, is the *Wall Street Journal* prime rate ("Index") plus 8.59 percentage points. Based on this formula, the current Annual Percentage Rate is 16.74% (0.04567% corresponding Daily Periodic Rate).

Cash Advances:

The Annual Percentage Rate for cash advances, a variable rate, adjustable quarterly, is the Index plus 12.59 percentage points, with a minimum Annual Percentage Rate of 18.8%. Based on this formula, the current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

Payment Performance:

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

YOUR PAYMENTS

Minimum Payment Due and Payment Due Date:

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

OTHER CHARGES

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

Additional Information-Sharing: Federal law permits us to share with Bank of America affiliate companies information about you or your Account. In addition, we may share with our affiliates information received from outside sources, including information in your Account application ("Outside Information"). If you do not wish us to share Outside Information, you must write to Bank of America, P.O. Box 27025, Richmond, VA 23261-7025 to do so, and include your name, address, telephone number, Account number(s) and social security number.

POINT EARNINGS AND REWARDS

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

Bank of America

BANKAMERICARD® VISA® OR MASTERCARD® CARDMEMBER AGREEMENT

ADDITIONAL DISCLOSURE

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

YOUR ACCOUNT

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

FINANCE CHARGE

Minimum Purchase Charge:
\$0 in any billing cycle in which a Finance Charge based on a periodic rate for purchases is payable.

Cash Advances

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

PERIODIC RATES

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

We will determine your Index as follows:

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

BC-5078 PR 3-99

Recycled Paper
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VERIFICATION

I, ELKE DRAGOS, 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 STANLEY DIXSON owes the balance of \$17,893.05 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as if the date of the execution of this Verification.

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

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

By: 
Elke Dragos
Authorized Representative

Dated: 5/23/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2197-CD

CACH, LLC

vs

STANLEY G. DIXSON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/13/2008

HEARING:

PAGE: 104936

771-7991

FILED

0/3:35pm

DEC 02 2008

DEFENDANT: STANLEY G. DIXSON

ADDRESS: 737 - 593 TREASURE LK Sec 4 Lot 119

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS (S) (D) (R) mature. House is 3rd on left. on Curve T.L. RD.

SHERIFF'S RETURN

NOW, 12-02-08 AT 2:00 AM/PM SERVED THE WITHIN

COMPLAINT ON STANLEY G. DIXSON, DEFENDANT

BY HANDING TO Stanley G. Dixson / Defendant

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

ADDRESS SERVED Sec 4 Lot 119 Treasure Lkts Dubois, PA 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR STANLEY G. DIXSON

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO STANLEY G. DIXSON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conroy

Deputy Signature

Mark A. Conroy
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104936
NO. 08-2197-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CACH, LLC
vs.
DEFENDANT: STANLEY G. DIXSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	9790	10.00
SHERIFF HAWKINS	HARRISON	9790	40.23

3
FILED
012:45 AM
MAR 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

FILED

Harrison Ross Byck, Esq., P.C.
229 Plaza Boulevard - Suite 112
Morrisville, PA 19067
888. 275.6399 // 215.428.0666
Attorney for Plaintiff

MAR 10 2010

11:55 AM

William A. Shaw
Prothonotary/Clerk of Courts
3 CENTS. TO FILE

CACH, LLC.

Plaintiff,

VS.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

DOCKET NO.: 2008-02197-CD

STANLEY G. DIXSON

Defendant.

STIPULATION IN LIEU
OF JUDGMENT

The matter and things in controversy having been discussed by and between the parties, and a resolution having been agreed upon:

It is hereby *STIPULATED*:

1. Defendant(s) STANLEY G. DIXSON agrees to pay the sum of \$ 23,023.61, which sum Plaintiff agrees to accept in full resolution of its claim herein, inclusive of interest, counsel fees and costs.
2. The sum shall be paid by Defendant to the attorney for the Plaintiff in the following manner: \$ 400.00 due no later than FEBRUARY 23, 2010, followed by monthly payments of \$ 200.00 due no later than the last day of each subsequent month. In any case, monthly payments agreed upon by the parties will be continued until the sum of \$ 23,023.61 is paid in full.
3. In the event of default, Plaintiff shall be entitled to obtain a judgment in the sum of \$ 28,873.61 upon *ex parte* application, giving Defendant credit for any sums actually paid pursuant the terms of this Stipulation. Plaintiff's attorney will first contact Defendant's Attorney by writing to allow the defendant reasonable time to cure and default.

We hereby consent to the form and entry of the within Stipulation.

For the Plaintiff:

HARRISON ROSS BYCK, ESQ.

Dated: February 22, 2010

For the Defendant:

STANLEY G. DIXON

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

Attorney for Plaintiff

FILED NO CC
MTO:4/18/11
NOV 10 2011
GIC
William A. Shaw
Prothonotary/Clerk of Courts

CACH, LLC.)	COURT OF COMMON PLEAS
4340 SOUTH MONACO STREET 2ND FLOOR)	CLEARFIELD COUNTY
DENVER, CO 80237)	
 Plaintiff,)	
 vs.)	 No.: 2008-02197-CD
 STANLEY G DIXSON)	
737-593 TREASURE LK SEC 4 LOT 119)	
DU BOIS, PA 15801)	
)	

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

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

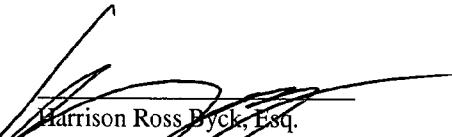


Allan C. Smith, Esq.
I.D No. 204756
Law Firm of Allan C. Smith, P.C
1276 Veterans Hwy- Suite E-1
Bristol, PA 19007

WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

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



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

Date: October 26, 2011

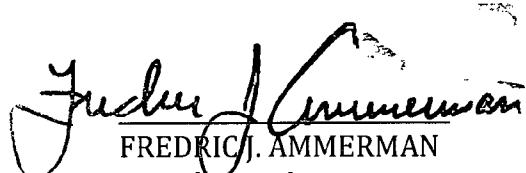
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CACH, LLC * NO. 2008-2197-CD
Plaintiff *
vs. *
STANLEY G. DIXSON *
Defendant *

ORDER

NOW, this 2nd day of August, 2013, upon the Court's review of the Stipulation in Lieu of Judgment filed on March 10, 2010 by Harrison Byck, Esquire, the Court considers this case to be settled, dismissed and discontinued. The Prothonotary shall code the case in Full Court as Z-SETTLLA.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

4 FILED NCC
010:30am
2 AUG 06 2013 ab

William A. Shaw
Prothonotary/Clerk of Courts

Law Firm of Allan C. Smith, P.C.
Attorney I.D. #204756
Bucks County Office Center
1276 Veterans Highway, Suite E-1
Bristol, Pennsylvania 19007
Tel (215) 428-0666 / Fax (215) 428-0740
Attorney for Plaintiff

FILED

AUG 15 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

M/1051/B/S

lu Atty. Smith
lu Dkt.

CACH, LLC.
4340 S. MONACO STREET - 2ND FLOOR
DENVER, CO 80237

Plaintiff(s),

vs.

STANLEY G DIXSON

Defendant.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DOCKET NO.: 2008-02197-CD

**ORDER TO SATISFY OR SETTLE
DISCONTINUE AND END**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

- Kindly mark the Judgment in the above matter as **Satisfied**. This case is now closed.
- Kindly mark the above case **Settled, Discontinued and Ended** WITHOUT prejudice and without costs against either party.

OR

- Please mark the above matter: _____

Date: August 4, 2014

By: 
ALLAN C. SMITH, ESQ.