

08-2239-CD

CACV of Colorado vs Buffy Dunlap

**IN THE COURT OF COMMON PLEAS OF CLEARFILED
COUNTY,
PENNSYLVANIA**

CACV OF COLORADO, LLC.

VS.

NO: 08-2239-CD

BUFFY M DUNLAP

NOTICE TO DEFEND

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 (20) days after the Complaint and notice are served, by entering a written appearance personally or by an 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 a judgment may be entered against you by the Court without further notice of any money claims or any other claim or relief requested by the Plaintiff. You may lose money or 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 THIS OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**LAWYER REFERRAL SERVICE
PENNSYLVANIA LAWYER REFERRAL SERVICE
(800) 692-7375**

FILED 1cc
M/12:42/2008 Sheriff
NOV 20 2008
2cc Amy
William A. Shaw
Prothonotary/Clerk of Courts
Amy pd.
95.00

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

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
4340 SOUTH MONACO STREET 2ND	)	CLEARFILED COUNTY
FLOOR)	
DENVER, CO 80237)	
)	
Plaintiff,)	
)	
vs.	)	No.:
)	
BUFFY M DUNLAP)	
716 GOOD ST)	
HOUTZDALE, PA 16651)	
)	
)	

COMPLAINT

To: **BUFFY M DUNLAP**
716 GOOD ST
HOUTZDALE, PA 16651

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 paginas siguientes. Usted tiene veinte (20) dias de plaza al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con abogado y entregar o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corte tomara medidas y puede continuar la demanda en contra suya sin previo Aviso o notificacion. Ademas la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

Plaintiff, **CACV OF COLORADO, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **BUFFY M DUNLAP**, avers the following:

1. Plaintiff, **CACV OF COLORADO, LLC.**, is a Colorado limited liability company doing business at 4340 SOUTH MONACO STREET 2ND FLOOR, DENVER, CO 80237.
2. Defendant, **BUFFY M DUNLAP**, is an individual residing at **716 GOOD ST , HOUTZDALE, PA 16651.**
3. Defendant, **BUFFY M DUNLAP**, is indebted to **CHASE MANHATTAN BANK** on an account stated by and between them in the amount of **\$1,632.76** which balance was due and unpaid as of **December 31, 2004**, for credit card account number **5260312380193543**. <Exhibit A>
4. On or about **January 11, 2005**, **CHASE MANHATTAN BANK** sold the debt for good and valuable consideration to plaintiff, **CACV OF COLORADO, LLC**. <Exhibit B>
5. The Defendant, Buffy M Dunlap, last tendered a payment on **December 18, 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 **\$1.2073** per day from the default date (**26.990%** annual percentage rate x **\$1,632.76** / 365 days) or **\$1.2073 x 600** days = **\$724.41**; 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 **\$300.00** as stated in the Cardholder Agreement attached hereto as <Exhibit C>.
9. The defendant, being indebted to the plaintiff in the sum of **\$2,852.17** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$2,852.17** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$2,852.17** together with other interest and costs of suit.

Date: November 14, 2008

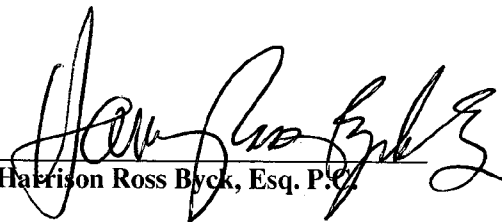

Harrison Ross Byck, Esq. P.C.

EXHIBIT A

ACCOUNT NUMBER: 5260 3123 8019 3543

PAYMENT DUE DATE 01/07/2005	NEW BALANCE \$2,472.76	MINIMUM DUE \$2,307.76
--------------------------------	---------------------------	---------------------------

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE PA 16651-1305

Facsimile Copy



Chase MasterCardSM
ACCOUNT NUMBER: 5260 3123 8019 3543

NEW BALANCE \$2,472.76	PAYMENT DUE DATE 01/07/2005	TOTAL CREDIT LINE \$500	TOTAL AVAILABLE CREDIT \$0.00	STATEMENT CLOSING DATE 12/13/2004
------------------------------	-----------------------------------	-------------------------------	-------------------------------------	---

Here is your Account Summary:

	TOTAL
Previous Balance	\$2,344.65
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	70.00
(+) FINANCE CHARGES	58.11
(=) New Balance	2,472.76
Minimum Due	59.00
Past Due - Pay Immediately	278.00
Over Line - Pay Immediately	1,972.76
Minimum Payment Due	\$2,307.76

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
12/13	12/13		OVERLIMIT FEE		35.00
			LATE CHARGE - MIN PYMT NOT RECD BY DATE		35.00
Total of your credits and charges				0.00	70.00
<p>THE MINIMUM PAYMENT SECTION OF YOUR CARDMEMBER AGREEMENT (SECOND PARAGRAPH, THIRD SENTENCE) IS AMENDED TO CHANGE A PART OF YOUR MINIMUM PAYMENT CALCULATION FROM 3% TO 2% OF THE NEW BALANCE. ALL OTHER PARTS OF THIS CALCULATION REMAIN IN EFFECT. FAILURE TO MAKE PAYMENT HAS DAMAGED YOUR CREDIT RATING. WE WANT TO WORK WITH YOU TO REBUILD YOUR CREDIT. CALL TODAY TO GET STARTED.</p>					

Here's how we determined your Finance Charge*:

Days in Billing Cycle: 33

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.07395%	\$0.00	\$0.00	\$0.00	26.99%	0.00%
Purchases	0.07395%	\$2,381.11	\$58.11	\$58.11	26.99%	26.99%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free, at 1-800-794-1396 or write P.O. BOX 15583, Wilmington, DE 19886-1194. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B

CERTIFICATE OF PURCHASE

I, BOBBY DUNKER, hereby depose and state that:

1. I am an Authorized Agent of **CACV OF COLORADO, 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: BUFFY M DUNLAP
Original Creditor: CHASE MANHATTAN BANK
Account Number: 5260312380193543

3. On or about January 11, 2005 this account was sold by the original creditor. **CACV OF COLORADO, LLC.** is the current owner of the account and purchased the account for good and valuable consideration.

Date: OCT 14 2008
By: [Signature]

Sworn and subscribed to before

me this OCT 14 2008 day of October, 2008.

[Signature]
Notary Public

STEPHANIE MORRIS
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 05/22/2011

EXHIBIT C

American Arbitration Association, 335 Madison Avenue, Floor 10,
New York, NY 10017-4605. Web site: www.adr.org, 800-778-7879;
or

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN
55405. Web site: www.arbitration-forum.com,
800-474-2271

Procedures and law applicable in arbitration. A single, neutral
arbitrator will resolve Claims. The arbitrator will either be a lawyer
with at least ten years experience or a retired or former judge. The
arbitration will be conducted under the applicable procedures and
rules of the arbitration administrator that are in effect on the date
the arbitration is filed unless those procedures and rules are
inconsistent with this Arbitration Agreement, in which case this
Agreement will prevail. These procedures and rules may limit the
amount of discovery available to you or us. The arbitrator will
apply applicable substantive law consistent with the FAA and
applicable statutes of limitations, and will honor claims of privilege
recognized at law. You may choose to have a hearing and be
represented by counsel. The arbitrator will take reasonable steps
to protect customer Account information and other confidential
information, including the use of protective orders to prohibit
disclosure outside the arbitration, if requested to do so by you or
us. The arbitrator will have the power to award to a party any
damages or other relief provided for under applicable law, and will
not have the power to award relief to, against, or for the benefit of
any person who is not a party to the proceeding. If the law
authorizes such relief, the arbitrator may award punitive damages
or attorney fees. The arbitrator will make any award in writing but
need not provide a statement of reasons unless requested by a
party. Upon a request by you or us, the arbitrator will provide a
brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee
paid by you up to the amount of \$500 upon receipt of proof of
payment. Additionally, if there is a hearing, we will pay any fees of
the arbitrator and arbitration administrator for the first two days of
that hearing. The payment of any such hearing fees by us will be
made directly to the arbitration administrator selected by you or
us pursuant to this Arbitration Agreement. All other fees will be
allocated in keeping with the rules of the arbitration administrator
and applicable law. However, we will advance or reimburse filing
fees and other fees if the arbitration administrator or arbitrator
determines there is good reason for requiring us to do so or you
ask us and we determine there is good cause for doing so. Each
party will bear the expense of the fees and costs of that party's
attorneys, experts, witnesses, documents and other expenses,
regardless of which party prevails, for arbitration and any appeal
(as permitted below), except that the arbitrator shall apply any
applicable law in determining whether a party should recover any
or all fees and costs from another party.

Enforcement, finally, appeals. Failure or any delay in enforcing this
Arbitration Agreement at any time, or in connection with any
particular Claims, will not constitute a waiver of any rights to require
arbitration at a later time or in connection with any other Claims. Any
decision rendered in such arbitration proceeding will be final and
binding on the parties, unless a party appeals in writing to the
arbitration organization within 30 days of issuance of the award. The
appeal must request a new arbitration before a panel of three neutral
arbitrators designated by the same arbitration organization. The panel
will reconsider all factual and legal issues anew, follow the same
rules that apply to a proceeding using a single arbitrator, and make
decisions based on the vote of the majority. Each party will bear their
own fees, costs and expenses for any appeal, but a party may
recover any or all fees, costs and expenses from another party, if the
majority of the panel of arbitrators, applying applicable law, so
determines. An award in arbitration will be enforceable as provided
by the FAA or other applicable law by any court having jurisdiction.
Severability, survival. This Arbitration Agreement shall survive: (i)
termination or changes in the Cardmember Agreement, the Account
and the relationship between you and us concerning the Account,
such as the issuing of a new account number or the transferring of
the balance in the Account to another account, (ii) the bankruptcy of
any party or any similar proceeding initiated by you or on your behalf,
and (iii) payment of the debt in full by you or by a third party, if any
portion of this Arbitration Agreement is deemed invalid or
unenforceable, the remaining portions shall nevertheless remain in
force.

3. DEFAULT RATES: If your agreement has a section titled either
"Default Rate" or "Preferred Customer Pricing Eligibility", then the
following applies to your account. In that section, if not so already,
we are removing the provision that states that the default rate or
"non-preferred" rate make take effect if you fail to make a payment
when due to another creditor other than us or one of our related
companies. This change does not apply if your account does not
have a default or "non-preferred" rate.

IMPORTANT NOTICE FOR CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR CARDMEMBER AGREEMENT— PLEASE READ AND RETAIN FOR YOUR RECORDS

Dear Cardmember:

As your credit card company, we value your business. It is important to
us that we provide you with timely information regarding your credit
card account.

Periodically, we may change various terms and conditions associated
with your account. We share this information with you in the form of a
Change in Terms disclosure. The Change in Terms disclosure below
advises of upcoming changes that will be effective as of the first
day of your billing cycle that includes February 1, 2006, except for
the Minimum Payment section which will be effective as early as
the first day of your billing cycle that includes January 1, 2006.
These changes apply to all of your accounts with us, as applicable. We
hope that you take the time to review this information carefully. Please
keep this notice with your Cardmember Agreement ("agreement") for
future reference.

Thank you for the opportunity to serve your credit needs. We look
forward to serving those needs in the future.

SUMMARY OF CHANGES:

The changes to your agreement will take effect as of the first day
of your billing cycle that includes February 1, 2006, except for the
Minimum Payment section which will take effect as early as the
first day of your billing cycle that includes January 1, 2006. We have
summarized below some of these changes. For complete details about
all changes, please read the entire amendment. The terms described in
this notice that are already in effect on your account will continue to
apply. Note that some terms in your agreement may appear with initial
capital letters or all lower case letters. Such terms have the same
meaning. For example, "Account" means the same as "account."

1. Minimum Payment (if not so already)
The minimum payment calculation will be revised to permit the
addition of certain fees and finance charges as part of the minimum
payment.

2. Arbitration (if not so already)
The arbitration agreement section provides that arbitration is at the
choice of either party, permits the choice of two arbitration
administrators, provides for the advancement by us of certain costs
to file an arbitration, permits a right of appeal to either party and
contains other differences from your existing arbitration terms. Please
review the entire arbitration agreement section to fully understand the
differences.

3. Default Rate/Non-Preferred Rate (if not so already)
The default rate section or "preferred customer pricing eligibility"
section will be revised so that the default rate or "non-preferred" rate
will not apply if you fail to make a payment when due to another
creditor other than us or one of our related companies.

If you have questions about these changes, you can call us at the
number on the back of your card.

*This notice informs you of changes to your agreement.
Please keep it with your original Cardmember Agreement.*

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGE(S):

The changes summarized above will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section that will be effective as early as the first day of your billing cycle that includes January 1, 2006. The new terms will apply to current and future balances on your account. You have the right to reject the new terms stated in this Notice. If you wish to reject these terms, you must notify us in writing by December 22, 2005, that you wish to reject them. If you reject these terms, your account will be closed to further use (if it is not already closed). Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us notice that you wish to reject these terms, you may not make any more charges to your account. You will, however, be entitled to pay off any outstanding balances on your account in accordance with your applicable account terms. Even if you send us the notice, if you use your Card or account on or after December 22, 2005, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this account, such as recurring charges.)

AMENDMENTS TO THE AGREEMENT:

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your agreement:

- 1. MINIMUM PAYMENT:** If not so already, the following replaces the section entitled "Minimum Payment":
Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.
Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.
Note: If your account has no pre-set spending limit (such as a Visa Signature Card or World MasterCard Card account), then the last two sentences in the second paragraph above are as follows: Otherwise, it will be the largest of the following: \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit access line.

- 2. ARBITRATION:** If not so already, the following replaces the section entitled "ARBITRATION" or "ARBITRATION AGREEMENT":
ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.
Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" also includes our 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", "us" and "our" shall include 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 programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal

theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

AFFIDAVIT OF SALE

STATE OF: MARYLAND

COUNTY OF: FREDERICK

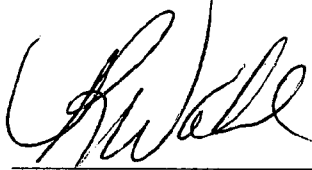
1. I am authorized on behalf of Chase Bank USA, N.A. to make this affidavit
2. **BUFFY M DUNLAP** had a credit card account with Chase Bank USA, N.A., account number (5260312380193543). The account was sold and transferred to **CACV of Colorado, LLC**, on or about 1/7/2005
3. At the time of the sale to **CACV of Colorado, LLC**, the amount due on the account pursuant to the terms of the cardholder agreement between Chase Bank USA, N.A. and **BUFFY M DUNLAP** was **\$2,472.76**
4. Your deponent states that to the best of deponent's knowledge, information and belief that there was no unaccredited payment, just counterclaims or offsets against the account when it was sold.
5. Your deponent acknowledges that in making this affidavit that **CACV of Colorado, LLC**, is now the owner of said account, and authorized to collect, settle, adjust, compromise and satisfy the same and that Chase Bank USA, N.A. has no further interest in said account for any purpose.

Chase Bank USA, N.A.

By: 

Erik J. Hunter

On FEB 13 2008, 2008 before me personally appeared Erik J. Hunter who being sworn stated he/she was authorized on behalf of Chase Bank USA, N.A. to execute the within affidavit.



Notary Public

RUTH E. WAHL
Notary Public-Maryland
Frederick County
My Commission Expires
January 01, 2010

VERIFICATION

I, BOBBY DUNKER, 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 **BUFFY M. DUNLAP** owes the balance of **\$1,632.76** to **CACV OF COLORADO, 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: _____



Dated: OCT 14 2008

Authorized Representative

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2239-CD

CACV OF COLORADO, LLC
vs
BUFFY M. DUNLAP

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/20/2008 HEARING: PAGE: 104958

DEFENDANT: BUFFY M. DUNLAP
ADDRESS: 716 GOOD ST.
HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 12-2-08-2:30 PM - NJH

SHERIFF'S RETURN

NOW, 12-4-08 AT 11:07 AM / PM **SERVED** THE WITHIN

COMPLAINT ON BUFFY M. DUNLAP, DEFENDANT

BY HANDING TO Buffy M. Dunlap, Def.

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

ADDRESS SERVED 716 Good St.
Houtzdale, Pa. 16651

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR BUFFY M. DUNLAP

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BUFFY M. DUNLAP

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James E. Davis

Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104958
NO: 08-2239-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CACV OF COLORADO, LLC
vs.
DEFENDANT: BUFFY M. DUNLAP

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	9869	10.00
SHERIFF HAWKINS	HARRISON	9869	60.12

5
FILED
012:45pm
MAR 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

⁹ FILED Atty pd. 20.00
m/2:23/09
JUN 29 2009 ICC & Notice
to Def.
2cc Atty
William A. Shaw
Prothonotary/Clerk of Courts

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff(s),)	
	)	NO: 08-2239-CD
vs.)	
)	
BUFFY M DUNLAP)	
	)	PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
)	

TO THE PROTHONOTARY:

Please enter a Default Judgment in favor of plaintiff, **CACV OF COLORADO, LLC.**, and against the defendant(s), **BUFFY M DUNLAP**, for failure to answer or otherwise respond to the Complaint in Civil Action.

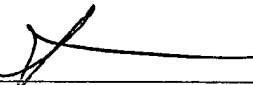
The Complaint was served upon the defendant(s) on **December 04, 2008**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **BUFFY M DUNLAP** by regular United States mail, postage paid, on **MARCH 19, 2009**, is attached hereto as Exhibit "B".

Assess damages in the amount of \$ **2852.17** as follows: [a] \$ **1632.76** principal being sought in the Complaint; [b] and \$ **724.41** interest being sought in the Complaint; [c] and reasonable attorney's fees of \$ **300.00**, or \$ **150.00** per hour, [d] and Court Costs of \$ **95.00**, [e] and Costs of Service of \$ **100.00**.

Date: **June 11, 2009**

By: _____


Allan C. Smith, Esq.
Attorney I.D. No. 204756

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2239-CD

CACV OF COLORADO, LLC
vs
BUFFY M. DUNLAP

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/20/2008

HEARING:

PAGE: 104958

COPY

DEFENDANT: BUFFY M. DUNLAP
ADDRESS: 716 GOOD ST.
HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

12-2-08-2:30^{PM}-NH

SHERIFF'S RETURN

NOW, 12-4-08 AT 11:07 (AM) PM SERVED THE WITHIN

COMPLAINT ON BUFFY M. DUNLAP, DEFENDANT

BY HANDING TO Buffy M. Dunlap, Def.

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

ADDRESS SERVED 716 Good St.
Houtzdale, Pa. 16651

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR BUFFY M. DUNLAP

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BUFFY M. DUNLAP

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature
JAMES E. DAVIS
Print Deputy Name

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

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 08-2239-CD
vs.)	
)	
BUFFY M DUNLAP)	
)	
Defendant(s).)	

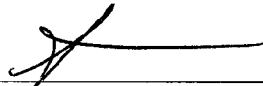
CERTIFICATE OF SERVICE OF
NOTICE OF INTENT TO FILE
PRAECIPE TO ENTER JUDGMENT BY DEFAULT

I, ALLAN C. SMITH, ESQ., of full age, certify that I mailed a copy of the annexed NOTICE OF INTENT TO FILE PRAECIPE TO ENTER JUDGMENT BY DEFAULT upon defendant **BUFFY M DUNLAP** by United States mail, postage prepaid and certified mail, on **MARCH 19, 2009** at his/her last address of:

**716 GOOD ST
HOUTZDALE, PA 16651**

Date: **June 11, 2009**

By: _____


Allan C. Smith, Esq.
Attorney I.D. No. 204756

Harrison R. 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 the Plaintiff

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
)	
vs.	)	No.: 08-2239-CD
)	
BUFFY M DUNLAP	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
)	

TO:

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT 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

Dated: March 19, 2009

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

CACV OF COLORADO, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 08-2239-CD
vs.)	
)	
BUFFY M DUNLAP)	
)	
Defendant(s).)	

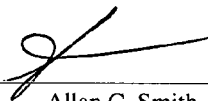
CERTIFICATION OF NON-MILITARY SERVICE

I, ALLAN C. SMITH, ESQ. of full age, certifies as follows:

1. I am the plaintiff's attorney herein, and have sufficient knowledge of the facts and am fully authorized to make this Certification;
2. My information is that the defendant is **BUFFY M DUNLAP**.
3. Our latest information is that the defendant is employed at **UNKNOWN**.
3. To the best of my information and belief, the Defendant is not a member of the military services of the United States or its allies or otherwise within the provisions of the Soldiers' and Sailors' Relief Act of 1940, as amended, and as stated in the attached Department of Defense Manpower Data Center reports.
5. This certification is taken subject to the penalties of 18 PaCSA 4904 relating to unsworn falsification to authorities.

Date: **June 11, 2009**

By



Allan C. Smith, Esq.
Attorney I.D. No. 204756

Department of Defense Manpower Data Center

JUN-11-2009 07:00:51



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
DUNLAP	BUFFY M	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **BKWXLPSWFTT**

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

COPY

CACV OF COLORADO, LLC.

Plaintiff,

vs.

BUFFY M DUNLAP

Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: **08-2239-CD**

To: **BUFFY M DUNLAP**
716 GOOD ST
HOUTZDALE, PA 16651

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

By:

Clerk

Willie L. Shaw 10/29/09
BS

X

—

—

—

—

—

—

Judgment by Default

Money Judgment

Judgment in Replevin

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Verdict

If you have any questions concerning the above, please contact:

ATTORNEY: HARRISON ROSS BYCK, Esquire at 215-428-0666 or 1-888-275-6399

LAW FIRM OF ALLAN C. SMITH, P.C.
BUCKS COUNTY OFFICE CENTER
1276 VETERANS HIGHWAY, SUITE E-1
BRISTOL, PA 19007

Attorney for Plaintiff

CACV OF COLORADO, LLC.
4340 SOUTH MONACO STREET 2ND FLOOR
DENVER, CO 80237

Plaintiff,

vs.

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

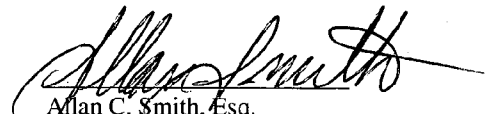
No.: 08-2239-CD

FILED 3cc
NOV 28 2011
Atty
Smith
William A. Chry
Prothonotary/Clerk of Courts
CK

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

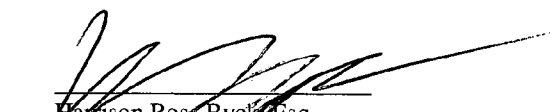
Kindly enter my appearance of behalf of **CACV OF COLORADO, LLC.**, the plaintiff in this action.


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 **CACV OF COLORADO, 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: November 16, 2011

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

CACV OF COLORADO, LLC.
4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: **08-2239-CD**

(LX)

FILED

OCT 03 2016

BRIAN K. SPENCER

PROTHONOTARY & CLERK OF COURTS

*Pd \$20.00
6 writs w/
claims for
exemption
Shff
1 cc +
writ
packet
Atty
Throckmorton*

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

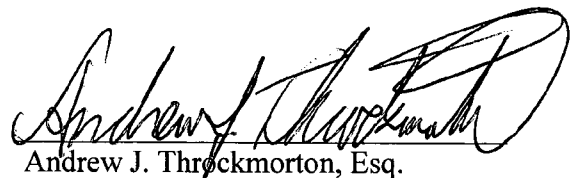
ISSUE and INDEX WRIT OF EXECUTION IN THE ABOVE MATTER,

- (1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania,
- (2) against **BUFFY M DUNLAP** Defendant(s);
- (3) and against **CNB Bank** Garnishee;
as a lis pendens against the real property of the defendant(s) in the name of the
Garnishee(s) as follows:

All property of defendant[s] possessed by garnishee in addition to all accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.

- (4) Amount Due **\$ 2,852.17**
Interest from **June 29, 2009**
TOTAL **\$ 2852.17**, plus costs and post judgment interest.

DATE: August 26, 2016


Andrew J. Throckmorton, Esq.

CACV OF COLORADO, LLC.
4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

Defendant[s].

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:

: Docket No.: **08-2239-CD**
:
:
:
:
:
:

WRIT OF EXECUTION—NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

Exempt Property: The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

This and any future communication from our debt collection firm are attempts to collect a debt, and information obtained will be used for that purpose.

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.

CLEARFIELD COUNTY BAR ASSOCIATION
Court Administrator- Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

CACV OF COLORADO, LLC.
4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: **08-2239-CD**

WRIT OF EXECUTION
TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against: **BUFFY M DUNLAP**, defendant[s],

- (1) You are also directed to attach the property of the defendant[s] not levied upon in the possession of **CNB Bank**, garnishee, all property of defendant[s] possessed by garnishee in addition to all accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.

and to notify the garnishee that:

- (a) an attachment has been issued;
(b) the garnishee is enjoined from paying any debt to or for the account of the defendant[s] and from delivering any property of the defendant[s] or otherwise disposing thereof.

- (2) If property of the defendant[s] not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify them that they have been added as a garnishee and are enjoined as above stated.

REAL DEBT	\$ 1632.76	
INTEREST	\$ 724.41	from _____
COST PAID:	\$ _____	
PROTHONOTARY	\$ 95.00	\$135.00
SHERIFF	\$ 100.00	
STATUTORY	\$ 300.00	
COSTS DUE	\$ 2852.17	

BY: Mark Spive 

Date: October 3 2016

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: Docket No.: 08-2239-CD
:
:
:
:
:

CLAIM FOR EXEMPTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession that has been levied upon:

(a) I desire that my \$300.00 statutory exemption be:

☐ set aside in kind (specify property to be set aside in kind): _____

☐ paid in cash following the sale of the property levied upon or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property that is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: ☐ in cash; ☐ in kind (specify property): _____

(b) Social security benefits on deposit in the amount of \$ _____

(c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

(Address)

(Phone)

I verify that the statements made in this claim for exemptions are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: _____

Defendant: _____

THIS CLAIM TO BE FILED WITH THE SHERIFFS OFFICE OF CLEARFIELD COUNTY:

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

:
: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA

:
: Docket No.: **08-2239-CD**
:
:
:

**PROPERTY CLAIM NOTICE TO PERSONS OTHER THAN ABOVE- NAMED DEFENDANT WHO
OWN PROPERTY LOCATED**

All household good and contents at this address may be scheduled for Sheriff's Sale in the near future to satisfy a judgment against: BUFFY M DUNLAP.

If you are not named above, and you own property located at this address, your property may be sold unless you inform the Sheriff in writing what property belongs to you.

You may protect your property, including any property that you own jointly with the person named above, by filling out the attached Property Claim form, and filing it at the Office of the Sheriff, prior to sale. A fee may be associated with filing the Property Claim, but you may not have to pay the fee if you cannot afford it. (Payment must be in the form of Attorney's check, certified check, cashier's check or money order only.)

If you file a Property Claim, the Sheriff's Sale will not go through until the Sheriff decides whether you own the property you claim.

**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.**

**CLEARFIELD COUNTY BAR ASSOCIATION
Court Administrator- Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51**

EXHIBIT "B"

Defendant[s].

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 08-2239-CD

PROPERTY CLAIM ADDRESSED TO THE SHERIFF OF CLEARFIELD COUNTY

NAME OF DEFENDANT- Debtor

ADDRESS OF DEFENDANT- Debtor

The property levied upon at _____
_____ and listed below is not the property of the defendant but is the property of the under signed.
A list of the claimed property and the values thereof are:

LIST OF PROPERTY

VALUE

[illegible]

The claimant obtained title to the property as follows:

Date: _____

(Claimant)

Sheriff's No.: _____

(Address)

Claimant's Attorney: _____

Address:

(Phone)

EXHIBIT "C"

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 08-2239-CD

NOTICE TO CO-OWNER OF ATTACHMENT OF PROPERTY

Date: _____

The Bank account or other property that you own with the defendant(s) above-named, have been attached by plaintiff, CACH, LLC to satisfy a judgment obtained by the plaintiff against the defendant/ Your money or property may soon be taken even though you owe nothing to the plaintiff.

If some of the funds in the account or some of the property held by the garnishee, CNB Bank, belongs to you, you should contact the bank or garnishee to see if it is defending your funds or property against garnishment. If the bank or garnishee is not defending against garnishment of property, you can prevent garnishment by filing a Petition with the Sheriff.

To protect your funds or property, you should complete the attached Petition to Intervene Stay and Set Aside Writ of Execution as to Non-Judgment Debtor Property and file it in the Office of the Sheriff within fifteen (15) days after the date of this notice.

**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.**

**CLEARFIELD COUNTY BAR ASSOCIATION
Court Administrator- Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51**

EXHIBIT "D"

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 08-2239-CD

**PETITION TO INTERVENE, STAY, AND SET ASIDE WRIT OF EXECUTION AS TO NON-
JUDGMENT OF DEBTOR PROPERTY**

This petition respectfully represents:

1. I, _____, the Petitioner, am a party in interest and hereby move to intervene in this garnishment proceeding pursuant to PA.R.C.P Nos. 3121 and 3126 et seq.
2. The Plaintiff has attached personal property belonging to me currently in the possession of the garnishee
3. This attached property consists of:
[] money held in a bank account held in common or jointly with the defendant
[] other (specify) _____
4. The Writ of Execution must be stayed and set aside as to my property because the plaintiff does not have the legal right to attach and/or garnish property other than that belonging to the judgment debtor in this matter.
5. I verify that the foregoing statements of fact are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A 4904 relating to unsworn falsifications to authorities.

Date: _____

(Petitioner)

(Address)

(Telephone)

EXHIBIT "E"

Andrew J. Throckmorton, Esq.
Attorney ID# 317830
Brown Law, PLLC
41 University Drive, Suite 400
Newtown, PA 18940
(866) 209-5763 // (713) 782-9664- Fax
Attorney for Plaintiff

CACV OF COLORADO, LLC.

Plaintiff

vs.

BUFFY M DUNLAP

Defendant(s)

) COURT OF COMMON PLEAS
) CLEARFIELD COUNTY
)
)

) NO: **08-2239-CD**
)
)
)
)
)
)
)
)

INTERROGATORIES IN ATTACHMENT

TO: CNB Bank at 1231 S. Second St., Clearfield, PA 16830,
Garnishee

You must file with the court verified answers to the following interrogatories in attachment within twenty (20) days after service upon you. Failure to do so may result in a default judgment being entered against you. A copy of the answers must be served on the undersigned. *If your answer to any of the interrogatories is affirmative, specify the amount and value and/or completely describe the nature of the subject property.* If your answer depends upon the review of any documents, account records, or other papers or electronic data, completely describe the same in exact detail (or attach a copy of the same).

1. a. At the time you were served or at any subsequent time, did you owe the defendant[s] any money or were you liable to defendant[s] on any negotiable or other written instrument, or did defendant[s] claim that you owed any money or were liable to defendant[s] for any reason?

b. To the extent that your above answer depends in whole or part on documents, account records, other papers, or electronic data, describe each in exact detail (or attach a copy of the same).

2. a. At the time you were served or at any subsequent time, was there in your possession, custody, or control or in the joint possession, custody, or control of yourself or one or more other persons property of any nature owned solely or in part by the defendant[s]?

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

3. a. At the time you were served or at any subsequent time, did you hold legal title to property of any nature owned solely or in part by the defendant[s] or in which defendant[s] held or claimed any interest?

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

4. a. At the time you were served or at any subsequent time, did you hold as a fiduciary property in which the defendant[s] had an interest?

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

5. a. At any time before or after you were served, did the defendant[s] transfer or deliver property of any nature to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

6. a. At the time you were served or at any subsequent time did you pay, transfer, or deliver any money or property of any nature to the defendant[s]?

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

7. a. At the time you were served or at any subsequent time did you pay, transfer, or deliver any money or property of any nature, to any person, entity, or place pursuant to the direction of, or undertaking for, the defendant[s], *e.g.*, lease payments, loan payments, or otherwise discharge any claim of the defendant against you?

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

8. a. At the time you were served or at any subsequent time, did you have, share, or utilize any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivable, license, or collateral in which there was an interest claimed by defendant[s]?

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

9. a. Identify every account (not previously noted) titled in the name of defendant[s] in which you believe defendant[s] have an interest in whole or part, whether or not styled as a payroll account, individual retirement account, tax account, lottery account, partnership account, joint or tenants by entirety account, insurance account, trust or escrow account, attorney's account, or otherwise.

b. To the extent that your above answer depends in whole or part on documents, account records, or other papers or electronic data, describe each in exact detail (or attach a copy of the same).

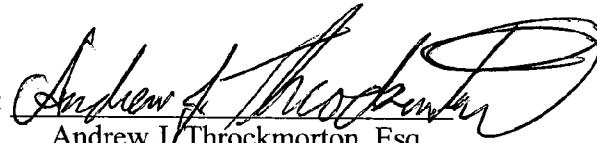
10. a. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds were deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

b. If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

11. a. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. Sec. 8123?

b. If so, identify each account.

By:



Andrew J. Throckmorton, Esq.

Attorney ID# 317830

Brown Law, PLLC

41 University Drive, Suite 400

Newtown, PA 18940

(886) 209-5763 // (713) 782-9664- Fax

Attorney for Plaintiff

SHERIFF'S OFFICE OF CLEARFIELD COUNTY

Wesley B Thurston
Sheriff

Gary A Knaresboro
Solicitor

Michael Churner
Chief Deputy

Cynthia Butler-Aughenbaugh
Office Manager



CACV OF COLORADO, LLC
vs.
BUFFY M. DUNLAP

Case Number
2008-2239-CD

SHERIFF'S RETURN OF SERVICE

10/26/2016 SHERIFF WESLEY B. THURSTON, BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS, WRIT OF EXECUTION RETURNED "NOT SERVED" AS TO BUFFY M. DUNLAP, DEFENDANT AND CNB BANK, GARNISHEE AT THE REQUEST OF ATTORNEY. ATTORNEY DOES NOT WISH TO PROCEED WITH THE CASE.

SHERIFF COST: \$34.00

SO ANSWERS,

October 26, 2016

WESLEY B THURSTON, SHERIFF

COSTS					
DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
10/06/2016	Advance Fee	Advance Fee	15367	\$0.00	\$250.00
10/06/2016	RDR			\$9.00	\$0.00
10/26/2016	Not Served			\$5.00	\$0.00
10/26/2016	Surcharge			\$20.00	\$0.00
10/26/2016	Refund			\$216.00	\$0.00
				\$250.00	\$250.00
BALANCE:				\$0.00	

FILED
3:20
OCT 26 2016
9451/HS
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

Plaintiff Attorney: BROWN LAW, PLLC, 41 UNIVERSITY DRIVE, SUITE 400, NEWTOWN, PA 18940

(c) CountySuite Sheriff, Teleosoft, Inc.

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENTS)

P.R.C.P. 3101 to 3149

CACV OF COLORADO, LLC.
4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: **08-2239-CD**

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

OCT 03 2016

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

A TRUE COPY

ISSUE and INDEX WRIT OF EXECUTION IN THE ABOVE MATTER,

ATTEST:

Barbara Spivey
PROTHONOTARY-CLERK

- (1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania,
- (2) against **BUFFY M DUNLAP** Defendant(s);
- (3) and against **CNB Bank** Garnishee;
as a lis pendens against the real property of the defendant(s) in the name of the
Garnishee(s) as follows:

All property of defendant[s] possessed by garnishee in addition to all accounts including all
savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges,
documents of title, securities, coupons and safe deposit boxes.

- (4) Amount Due **\$ 2,852.17**
Interest from **June 29, 2009**
TOTAL **\$ 2852.17**, plus costs and post judgment interest.

DATE: August 26, 2016

Andrew J. Throckmorton
Andrew J. Throckmorton, Esq.

CACV OF COLORADO, LLC.
4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

Defendant[s].

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:

: Docket No.: **08-2239-CD**
:
:
:
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:

WRIT OF EXECUTION—NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

Exempt Property: The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

This and any future communication from our debt collection firm are attempts to collect a debt, and information obtained will be used for that purpose.

**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.**

CLEARFIELD COUNTY BAR ASSOCIATION
Court Administrator- Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

CACV OF COLORADO, LLC.
4340 S. MONACO STREET, 2ND FLOOR
DENVER, COLORADO 80237

Plaintiff[s],

vs.

BUFFY M DUNLAP
716 GOOD ST
HOUTZDALE, PA 16651

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: **08-2239-CD**

WRIT OF EXECUTION
TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against: **BUFFY M DUNLAP**, defendant[s],

- (1) You are also directed to attach the property of the defendant[s] not levied upon in the possession of **CNB Bank**, garnishee, all property of defendant[s] possessed by garnishee in addition to all accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.

and to notify the garnishee that:

- (a) an attachment has been issued;
(b) the garnishee is enjoined from paying any debt to or for the account of the defendant[s] and from delivering any property of the defendant[s] or otherwise disposing thereof.

- (2) If property of the defendant[s] not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify them that they have been added as a garnishee and are enjoined as above stated.

REAL DEBT	\$ 1632.76
INTEREST	\$ 724.41 from _____
COST PAID:	\$ _____
PROTHONOTARY	\$ 95.00 \$135.00
SHERIFF	\$ 100.00
STATUTORY	\$ 300.00
COSTS DUE	\$ 2852.17

Mark Spivey
BY: *LS*

Date: October 3, 2016

Received this writ this 3rd day
of October A.D. 2016
At 3:00 A.M. (P.M.)
Wesley B. Thurston
Sheriff *By Maury Hamer*

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 08-2239-CD

CLAIM FOR EXEMPTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession that has been levied upon:

(a) I desire that my \$300.00 statutory exemption be:

☐ set aside in kind (specify property to be set aside in kind): _____

☐ paid in cash following the sale of the property levied upon or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property that is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: ☐ in cash; ☐ in kind (specify property): _____

(b) Social security benefits on deposit in the amount of \$ _____

(c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

(Address)

(Phone)

I verify that the statements made in this claim for exemptions are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: _____

Defendant: _____

THIS CLAIM TO BE FILED WITH THE SHERIFFS OFFICE OF CLEARFIELD COUNTY:

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA

: Docket No.: **08-2239-CD**
:
:
:
:

**PROPERTY CLAIM NOTICE TO PERSONS OTHER THAN ABOVE- NAMED DEFENDANT WHO
OWN PROPERTY LOCATED**

All household good and contents at this address may be scheduled for Sheriff's Sale in the near future to satisfy a judgment against: BUFFY M DUNLAP.

If you are not named above, and you own property located at this address, your property may be sold unless you inform the Sheriff in writing what property belongs to you.

You may protect your property, including any property that you own jointly with the person named above, by filling out the attached Property Claim form, and filing it at the Office of the Sheriff, prior to sale. A fee may be associated with filing the Property Claim, but you may not have to pay the fee if you cannot afford it. (Payment must be in the form of Attorney's check, certified check, cashier's check or money order only.)

If you file a Property Claim, the Sheriff's Sale will not go through until the Sheriff decides whether you own the property you claim.

**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.**

**CLEARFIELD COUNTY BAR ASSOCIATION
Court Administrator- Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51**

EXHIBIT "B"

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: **08-2239-CD**

NOTICE TO CO-OWNER OF ATTACHMENT OF PROPERTY

Date: _____

The Bank account or other property that you own with the defendant(s) above-named, have been attached by plaintiff, CACH, LLC to satisfy a judgment obtained by the plaintiff against the defendant/ Your money or property may soon be taken even though you owe nothing to the plaintiff.

If some of the funds in the account or some of the property held by the garnishee, CNB Bank, belongs to you, you should contact the bank or garnishee to see if it is defending your funds or property against garnishment. If the bank or garnishee is not defending against garnishment of property, you can prevent garnishment by filing a Petition with the Sheriff.

To protect your funds or property, you should complete the attached Petition to Intervene Stay and Set Aside Writ of Execution as to Non-Judgment Debtor Property and file it in the Office of the Sheriff within fifteen (15) days after the date of this notice.

**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.**

**CLEARFIELD COUNTY BAR ASSOCIATION
Court Administrator- Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51**

EXHIBIT "D"

CACV OF COLORADO, LLC.

Plaintiff[s],

vs.

BUFFY M DUNLAP

Defendant[s].

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 08-2239-CD

**PETITION TO INTERVENE, STAY, AND SET ASIDE WRIT OF EXECUTION AS TO NON-
JUDGMENT OF DEBTOR PROPERTY**

This petition respectfully represents:

1. I, _____, the Petitioner, am a party in interest and hereby move to intervene in this garnishment proceeding pursuant to PA.R.C.P Nos. 3121 and 3126 et seq.
2. The Plaintiff has attached personal property belonging to me currently in the possession of the garnishee
3. This attached property consists of:
[] money held in a bank account held in common or jointly with the defendant
[] other (specify) _____
4. The Writ of Execution must be stayed and set aside as to my property because the plaintiff does not have the legal right to attach and/or garnish property other than that belonging to the judgment debtor in this matter.
5. I verify that the foregoing statements of fact are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A 4904 relating to unsworn falsifications to authorities.

Date: _____

(Petitioner)

(Address)

(Telephone)

EXHIBIT "E"