

08-2240-CD  
CACH vs Christine Smith

IN THE COURT OF COMMON PLEAS OF CLEARFILED  
COUNTY,  
PENNSYLVANIA

CACH, LLC.

VS.

NO: 08-2240-CD

CHRISTIE SMITH

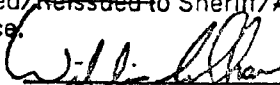
**NOTICE TO DEFEND**

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

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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

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

Plaintiff,

vs.

No.:

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

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**COMPLAINT**

To: **CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881**

**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  
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(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 compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

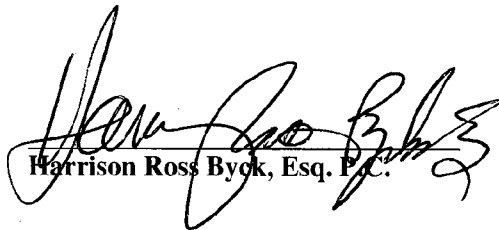
**SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **CHRISTIE SMITH**, 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, **CHRISTIE SMITH**, is an individual residing at **2196 EGYPT RD , WOODLAND, PA 16881.**
3. Defendant, **CHRISTIE SMITH**, is indebted to **PROVIDIAN BANK** on an account stated by and between them in the amount of **\$2,113.08** which balance was due and unpaid as of **November 30, 2005**, for credit card account number **4465692500471374**. <Exhibit A>
4. On or about **June 1, 2006**, **PROVIDIAN BANK** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC.** <Exhibit B>
5. The Defendant, Christie Smith, last tendered a payment on **July 15, 2005**.
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 **\$1.7362** per day from the default date ( **29.990%** annual percentage rate x **\$2,113.08** / 365 days) or **\$1.7362 x 600 days = \$1,041.72**; 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 **\$3,649.80** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$3,649.80** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$3,649.80** together with other interest and costs of suit.

Date: November 14, 2008

  
Harrison Ross Byck, Esq. P.C.

## **EXHIBIT A**

P.O. Box 660433, Dallas, TX 75266-0433

Indicate Change of Address Below (use blue or black ink)

Address: \_\_\_\_\_ Apt: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

PAYMENT  
DUE DATE

MINIMUM  
PAYMENT

BALANCE AS OF  
11/25/2005

ACCOUNT  
NUMBER

12/22/05

\$321.00

\$1,944.42

4465-6925-0047-1374

AMOUNT ENCLOSED (use blue or black ink)

\$

N  
000

Make Checks Payable to Washington Mutual

WASHINGTON MUTUAL CARD SERVICES  
P.O. BOX 660487  
DALLAS TX 75266-0487

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND PA 16881-8814

69012



4465692500471374 0032100 0194442 0014100 25

DETACH HERE

C COLR9001 6092 0184 B46 7 051125 Page 1 of 1 N 000 69012

**Important Messages**

YOUR ACCOUNT IS PAST DUE AND OVER ITS CREDIT LIMIT. Please pay the minimum payment listed above along with the overlimit amount immediately or call us at 1-800-280-9441.

Your account is closed. Any balance you have will continue to accrue finance charges and fees and you will continue to receive billing statements until your balance is paid in full. Please destroy any checks and credit cards relating to this account. You will also need to cancel all automatic charges that are billed to this account. Closing your account does not stop these charges from being submitted by the merchant.

**Account Summary**

Account Number	4465-6925-0047-1374	Previous Balance	\$1,057.37
Statement Date	11/25/05	Credits & Payments	- \$0.00
Minimum Payment of \$321.00	due by 12/22/05	Purchases & Other Charges	+ \$39.00
Credit Line	\$1,360.00	Cash Advances	+ \$0.00
Available Credit Line as of 11/25/05	\$0.00	FINANCE CHARGE	+ \$48.05
Available Credit for Cash Advances as of 11/25/05	\$0.00	NEW BALANCE	= \$1,944.42
Days in Current Billing Cycle	31		

**Transactions**

Tran Date	Post Date	Description	Reference Number	Amount
Nov 22	Nov 22	LATE PAYMENT CHARGE	0000	\$39.00

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE SIDE.

**Balance Category**

	Average Daily Balance	Daily Periodic Rate	Annual % Rate (APR)	Finance Charges	Grace Terms
Standard Purchase - Current Cycle	\$1,025.78	.0822%*	29.99%*	\$26.14	Term A
Standard Cash - Current Cycle	\$859.70	.0822%*	29.99%*	\$21.91	Term B

ANNUAL PERCENTAGE RATE this billing cycle: 30.58%

\*These rates may vary.

For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at [www.providian.com](http://www.providian.com)

Your account is issued by Washington Mutual Bank, Henderson, NV.

	PAYMENT DUE DATE	MINIMUM PAYMENT	BALANCE AS OF 10/25/2005	ACCOUNT NUMBER
P.O. Box 660433, Dallas, TX 75266-0433	11/21/05	\$262.00	\$1,857.37	4465-6925-0047-1374
Indicate Change of Address Below (use blue or black ink)				
Address: _____ Apt: _____				
City: _____ State: _____ Zip: _____				
Home Phone: _____ Work Phone: _____				
E-Mail: _____				
AMOUNT ENCLOSED (use blue or black ink)				
\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
N 000 Make Checks Payable to Washington Mutual				

WASHINGTON MUTUAL CARD SERVICES  
P.O. BOX 660487  
DALLAS TX 75266-0487

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND PA 16881-8814

73763



4465692500471374 0026200 0185737 0014100 25

DETACH HERE

1-2

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#### Important Messages

You are responsible for keeping track of your Account balance, including finance charges and fees. Check your Account balance regularly to ensure that it remains below your Credit Line. IF YOUR ACCOUNT BALANCE EXCEEDS YOUR CREDIT LINE AT ANY TIME, EVEN IF ONLY FOR ONE DAY, WE MAY CHARGE AN OVERLIMIT FEE OF \$35.

YOUR ACCOUNT IS PAST DUE AND OVER ITS CREDIT LIMIT. Please pay the minimum payment listed above along with the overlimit amount immediately or call us at 1-800-280-9441.

Your account is closed. Any balance you have will continue to accrue finance charges and fees and you will continue to receive billing statements until your balance is paid in full. Please destroy any checks and credit cards relating to this account. You will also need to cancel all automatic charges that are billed to this account. Closing your account does not stop these charges from being submitted by the merchant.

#### Account Summary

Account Number	4465-6925-0047-1374	Previous Balance	\$1,775.59
Statement Date	10/25/05	Credits & Payments	\$0.00
Minimum Payment of \$262.00	due by 11/21/05	Finance & Other Charges	\$39.00
Credit Line	\$1,360.00	Cash Advances	\$0.00
Available Credit Line as of 10/25/05	\$0.00	FINANCE CHARGE	\$12.67
Available Credit for Cash Advances as of 10/25/05	\$0.00	NEW BALANCE	\$1,857.37
Days in Current Billing Cycle	29		

#### Transactions

Tran Date	Post Date	Description	Reference Number	Amount
Oct 24	Oct 24	LATE PAYMENT CHARGE	0000	\$39.00

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE SIDE.

#### Balance Category

	Average Daily Balance	Daily Periodic Rate	Annual % Rate (APR)	Finance Charges	Grace Terms
Standard Purchase - Current Cycle	\$960.00	.0822%*	29.99%*	\$22.88	Term A
Standard Cash - Current Cycle	\$838.77	.0822%*	29.99%*	\$19.99	Term B
ANNUAL PERCENTAGE RATE this billing cycle: 28.59%					*These rates may vary.

For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at [www.provident.com](http://www.provident.com)

Your account is issued by Washington Mutual Bank, Henderson, NV.



## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

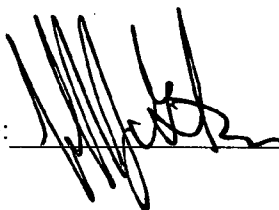
I, JEFFREY GUSTIN, hereby depose and state that:

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:

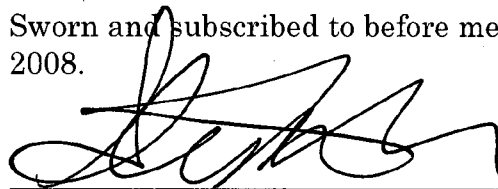
Customer Name:	<b>CHRISTIE SMITH</b>
Original Creditor:	<b>PROVIDIAN BANK</b>
Account Number:	<b>4465692500471374</b>

3. On or about June 1, 2006 this account was sold by the original creditor. **CACH, LLC** is the current owner of the account and purchased the account for good and valuable consideration.

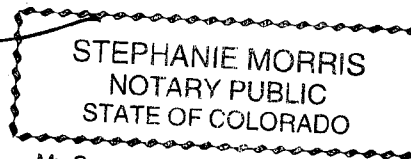
Date: 6/20/08

By: 

Sworn and subscribed to before me this JUN 23 2008 day of \_\_\_\_\_, 2008.



Notary Public



My Commission Expires 05/22/2011

## **EXHIBIT C**



F01-0152-0  
3058

### PROVIDIAN NATIONAL BANK VISA® AND MASTERCARD® ACCOUNT AGREEMENT

Please review this document and keep it with your other important papers. This Account Agreement contains the terms that govern your Providian National Bank VISA or MasterCard Account (the "Account"). The Account allows you to make purchases by using your VISA or MasterCard credit card (the "Card") wherever it is honored and to get cash advances from us or any other participating financial institution and from Automated Teller Machines. Convenience checks may also be provided to you as an additional way to use the Account in this Agreement. "You" and "your" mean each person for whom we have opened a credit card Account. "We," "our," "ours," and "us" mean Providian National Bank, or its assignees, as listed on your billing statement. The Account may be used only for personal, family, household, and charitable purposes, and not for any business or commercial purpose. Any use of this Account shall constitute acceptance of the terms of this Agreement. You and we agree as follows:

**Payments.** You will receive a monthly statement showing your outstanding balance. Payment on this Account is required in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) for at least the payment due as shown on your statement by the payment due date in accordance with payment instructions on your monthly statement. The back of your monthly statement includes the rules we follow when we post payments to your Account. Convenience checks and other checks we may issue to you may not be used to make payments on your Account or to make payments on any other account you have with us or our affiliates. The payment due will be: 3% of the new balance shown on your statement plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due. We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

**Finance Charges.** Finance charges begin to accrue on a debit when it is included in one of your daily balances and continue to accrue until that balance is reduced by a payment or credit. Your Account has two daily balances: the **Purchase Balance**, which consists of purchases you make with your Card and fees, other than cash advance transaction fees, charged to your Account, including fees for optional services; and the **Cash Advance Balance**, which consists of all cash advances and cash advance transaction fees. Any payment amount we receive that exceeds the finance charges and less than due will ordinarily be applied first to the balance with the lower ANNUAL PERCENTAGE RATE (APR) until that balance is zero, and then to the remaining balance. We reserve the right to apply payments differently without further notice. The **Purchase and Cash Advance Balances** are updated by payments as of the date received, and by credits as of the date posted. Purchases are included in your Purchase Balance as of the date made. Fees are included in your Purchase Balance as of the transaction date. Cash advances are included in your Cash Advance Balance as follows: cash advances from other financial institutions and through Automated Teller Machines as of the date made; funds electronically transmitted, as of the date transmitted; cash advance checks made payable to you that are identified as cashier's checks, which we may mail to you at your request, as of seven days after the date we print on the check; all other checks, including any convenience checks, as of the date presented to us. Cash advance transaction fees are included in the Cash Advance Balance as of the transaction date. Other debts are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle. There is no period within which credit extended may be repaid without incurring a finance charge.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate (see following paragraph). The finance charge for purchases is then added to and included in that day's Purchase Balance, and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges on your balances for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction.

The term "Prime Rate" as used in this Agreement means the prime rate published in *The Wall Street Journal* on the first business day of the previous calendar month. Any increase or decrease in the APR will take effect on the first day of your billing cycle and may result in a slight increase or decrease in the amount of your minimum payment.

The ANNUAL PERCENTAGE RATE for purchases will vary and may be adjusted each billing cycle up to 10.99% above Prime Rate. Using this formula, the APR for purchases in the April 2000 billing cycle is 18.99%, corresponding to a daily periodic rate of 0.0543%, and your APR for purchases will not go below 18.99%.

The ANNUAL PERCENTAGE RATE for cash advances will vary and may be adjusted each billing cycle up to 12.99% above Prime Rate. Using this formula, the APR for cash advances in the April 2000 billing cycle is 21.99%, corresponding to a daily periodic rate of 0.0602%, and your APR for cash advances will not go below 21.99%.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charges) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statement for cash advances, add each day's Cash Advance Balance (including daily finance charges) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals. We will add the two subtotals together to determine the total amount of finance charges on your balances for the billing cycle. If a cash advance transaction fee, credit line increase fee, or account opening fee is charged (see Fees section), those amounts are also FINANCE CHARGES.

**Fees.** A membership fee of \$7.95 will be charged to your Account when you open it. If you request and we issue an additional Card on your Account for an authorized user, a fee of \$20 for each additional Card will be charged to your Account. This fee will be charged to the Card when the additional Card is issued and every 12 months thereafter for as long as each additional Card is outstanding. If you request and use our services, there may be a fee of \$35, which is a FINANCE CHARGE, will be charged to your Account. In some cases, express processing may not be available. We may charge your Account a fee for each returned payment; each check you write on your Account that we return unpaid; each stop payment order or renewal of such an order; each change of address; and each change of billing cycle. If your Account is delinquent (late charge), and each billing cycle within which your balance exceeds your credit line even if your Account is closed. If you request copies of your statements that were first sent to you more than two months earlier, we may charge a handling fee of \$2 for each such copy. A cash advance fee of 3% (minimum \$5), which is a FINANCE CHARGE, may be charged for each cash advance transaction made on your Account. For some credit line increases, you may be charged a fee, which is a FINANCE CHARGE, the amount of which will be disclosed to you before you accept the line increase offer. If you request that we make a one-time automatic payment from your personal checking account, we may charge your Account a fee of \$4.95 for each request. This fee is a FINANCE CHARGE, and it will apply whether or not funds are available in your personal checking account to make the payment.

**Default.** You will be in default if any information you provided us proves to be incomplete or untrue; if you do not comply with any part of this Agreement; upon your death, bankruptcy, or insolvency; if you do not pay other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. If you are in default, we may, without further demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and use any remedy we may have. In the event of your default, the outstanding balance on your Account will continue to accrue interest at the APR(s) disclosed in the Finance Charges section of this Agreement, even if we have filed suit to collect the amount you owe.

**Credit Line.** Your credit line and cash advance line are disclosed when you open your Account and on your statement each month. Your cash advance line is limited to a portion of your credit line. We may increase or decrease your credit line and/or your cash advance line based on information we obtained from you or your credit records. Your available credit for purchases is normally the difference between your credit line and your Account balance (including transactions made or authorized but not yet posted). Your available credit for a cash advance is normally the difference between your cash advance line and your Cash Advance Balance or the difference between your credit line and your Account balance, whichever is less. If you send us a large payment, we may limit your available credit while we confirm that the check will clear. For certain transactions, available credit may be less. You will not use your Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit or your available credit for cash advances. Your credit line may be reduced if you attempt to go over your cash advance credit line.

**Premiere to Pay.** You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and all collection costs we incur including, but not limited to, reasonable attorney's fees and court costs. (If you win the suit, we will pay your reasonable attorney's fees and court costs.)

**Changes.** After we provide you any notice required by law, we may change any part of this Agreement and add or remove any terms, conditions, or requirements. If a change is made to the Finance Charges section of this Agreement, the new finance charge calculation will apply to your entire Account balance from the effective date of the change. Changes will apply to balances that become due to your Account before the date of the change, and will apply whether or not you continue to use the Account.

**Foreign Exchange/Currency Conversion.** If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction is processed, increased by 3%. If a credit is subsequently given for a transaction, it will be decreased by the same percentage. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. You agree to accept the converted amount in U.S. dollars.

**The Card; Cancellation.** You may cancel your credit privileges at any time by notifying us in writing and destroying the Card(s). Upon the Card expiration at the end of the month shown on it, we reserve the right not to renew the Card. We may cancel the Card and your credit privileges at any time after 30 days notice to you, or without notice if permitted by law. If your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. If you terminate your credit privileges, or if we cancel or do not renew the Card, you may no longer write checks on your Account, and you should destroy any unused checks we may have issued to you.

**Personal Information; Documents.** You will provide us at least 10 days notice if you change your name, home or mailing address, telephone numbers, employment, or income. Upon our request, you will provide us additional financial information. We reserve the right to obtain information from others, including credit reporting agencies, and to provide your address and information about your Account to others. We may also share information with our business affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates. If you do not fulfill your obligations under this Agreement, a negative credit report that may reflect on your credit may be submitted to credit reporting agencies.

**Customer Service; Unauthorized Use, Loss, or Theft of Checks or the Card.** Each Card must be signed on receipt. You are responsible for safeguarding the Card, your Personal Identification Number (PIN), which provides access to Automated Teller Machines, and any checks issued to you from them, and for keeping your PIN separate from your Card. If you discover or suspect that the Card, PIN, or any unused checks are lost or stolen, or that there may be an unauthorized transaction on your Account, you will promptly notify us by calling 1-800-211-8813. So we can immediately act to limit losses and liability, you will phone us even though you may also notify us in writing. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report or we suspect unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. If your Card is lost or stolen, you will promptly destroy all checks that may be in your possession. To improve customer service and security, you agree that your calls may be monitored or recorded.

**Merchant Relations.** We will not be liable if any person or Automated Teller Machine refuses to honor the Card or accept your checks, or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card or checks except as required by law. (See Special Rule below.) Certain benefits that are available with the Account are provided by third-party vendors. We are not responsible for the quality, availability, or results of any of the services you check to use.

**Stop Payment Orders.** If you wish to stop payment on a check, you may send us a stop payment order by writing to us at our address for Customer Service listed on your statement. You can make a stop payment order orally by calling the number listed on your statement. When you make a stop payment order, you must provide your Account number and specific information about the check: the exact amount, the date on the check, the name of the party to whom it was payable, the name of the person who signed it, and the check number. You will be asked to confirm an oral stop payment order in writing. We may disregard your oral order if we do not receive a signed written confirmation within two weeks after the oral order, or if we have not received an adequate description of the item so that payment can be stopped. The order will not be effective if the check was paid by us before we had a reasonable opportunity to act on the order. We may, without liability, disregard a written stop payment order after six months after receipt unless it is renewed in writing.

**Standard of Care.** Because this Account involves a credit card and may involve check transactions that are processed through separate national systems before the transactions are consolidated by us, and because not every check and Card slip will be sent to us, transactions to your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items, which we will examine. We will examine all transactions when you report that your Card or any checks have been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Account. Because of our limited review, and because neither your cancelled checks nor Card transaction slips will be returned to you with the monthly statement, you should be careful to enter all checks in your check register or otherwise keep a record of them. You should also save your credit card cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us immediately of any unauthorized transactions or errors.

**Waiver of Certain Rights.** We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we file suit against you.

**Applicable Law; Severability; Assignment.** No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provisions of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges. We may transfer or assign our rights to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

**Notice.** Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for Customer Service on your statement (or other addresses we may specify) and shall be effective when we receive it.

**YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill.** If you think your bill is wrong, or if you need more information about any transaction on your bill, write us, on a separate sheet, at our address listed in the Billing Rights Summary on your bill, or write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You may telephone us, but doing so does not replace your rights. In your letter, give us the following: Your name and Account number — The dollar amount of the suspected error — A description of the error and an explanation of why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities After We Receive Your Written Notice.** If you notify us of an error on your bill within 60 days, unless we have corrected the error by then, within 30 days, we must either correct the error or explain why we believe the bill is correct. If we believe the bill is correct, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, however, and you must pay the amount you do not question. If you notify us of an error on your bill after 60 days, we may not be able to correct the error. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the amount you do not question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 90 days of the date you first refuse to pay, we must tell anyone we report you to that you question your bill. And, we must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

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

**REWARDS PROGRAM — The following Terms and Conditions, along with the Redemption Rules disclosed in the Rewards Brochure ("Brochure"), apply to the Rewards Program ("Program").**

**Eligibility.** Participation in the Program is restricted to individuals who maintain a Provident VISA or MasterCard credit card account ("Account") in good standing. We reserve the right to approve, deny, or revoke membership or not allow redemption of Rewards, as defined below, to any individual for any reason whatsoever.

**Earning of Points.** During the first 12 months your Account is open, you will earn 2 points ("Points") for each \$1 of Net Purchases. Thereafter, at the end of each monthly billing cycle, you will earn 1 Point for each \$1 of Net Purchases. "Net Purchases" means purchases of goods or services made by you or any authorized user of the Account, minus any refunds or returns, and excluding balance transfers, cash advances, traveler's checks, and access checks. Points do not accrue for interest charges or fees of any kind, such as late payment fees, annual fees, overlimit fees, and unauthorized charges. Changes made to the above list are at our sole discretion. Point accrual will begin upon your Enrollment Date in the Program. No retroactive Points will be awarded. The Enrollment Date means the date we approve you as a Program member. Points may only be earned if your Account is open and is not past due or above the credit line. When your Account is current and is within its credit line, you will begin to earn Points again. There is no limit on the number of Points that can be earned. Points do not have a cash value, cannot be purchased or exchanged for cash, and cannot under any circumstance be redeemed for cash or used as a payment for your Account or other obligations to us.

**Statement of Points.** Program Points are updated monthly at the time of your Account billing statement. Points earned during the month will be posted at your billing statement date and are not available for redemption until at least two business days after your billing statement date.

**Expiration of Points.** Points will expire five years after being awarded. Points redeemed and expired will be based on a first-earned, first-spent basis.

**Redemption of Points.** Points may be redeemed for products or services ("Rewards"), which are set forth in a Brochure mailed to you from time to time. Points may only be redeemed if your Account is open and is not past due or above the credit line. All Rewards are subject to availability. We reserve the right to modify or cancel any Reward at any time. When Points are redeemed for a Reward, the number of Points required for the Reward will be subtracted from your Point balance. You will contact the parties listed in the Brochure for instructions on how to redeem your Points.

**Tax Liability and Fees.** You will be responsible for any federal, state, or local taxes due arising out of the accrual of Points or redemption of the Rewards. You will also be responsible for any fees or other charges due in connection with the redemption of any Reward.

**Changes to the Program.** The Program and the benefits are offered at our sole discretion. We reserve the right to alter or change any Program feature or benefit, prospectively or retroactively, including, without limitation, Point accrual or redemption criteria, and to cancel or temporarily suspend the Program at any time without notice. In the event you continue any (past or future) privileges relating to the accrual of Points or redemption of Rewards, we reserve the right to cancel any accrued Points as well as cancel your Account and participation in the Program. If we cancel the Program, we will normally provide at least 30 days written notice to you at the address provided to us. However, if you violate any provision of these Terms and Conditions, you are in default under your Account, or your Account is closed, we may cancel the Program without providing you 30 days written notice and you will forfeit any unused Points. You may cancel your participation at any time. The Program is void where prohibited by federal, state, or local law.

**Rewards.** Maritz Inc. and BFI provide administrative services for redemption of the Rewards. Maritz Inc. and BFI are independent contractors and are not affiliated with us. Neither we, Maritz Inc., nor BFI shall be liable for bodily harm and/or property damage that may result from participating in the Program, nor for the redemption of Rewards and use of Rewards. In the event any Reward that is redeemed is modified, defective, or otherwise unsatisfactory to you, you will look solely to the merchant or manufacturer of the Reward and not to us for any repair, refund, or satisfaction of your claim. We are not responsible for any lost, stolen, destroyed, or expired Rewards.

## VISA CLASSIC<sup>®</sup> PROVIDIAN NATIONAL BANK ACCOUNT AGREEMENT

Your VISA Classic credit account (the "Credit Card Account") allows you to make purchases by using your VISA Classic card (the "Card") wherever it is honored, and to get cash advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have opened a Credit Card Account. "We," "our," "ours," and "us" mean Providian National Bank or its assignee. Any use of this Credit Card Account constitutes acceptance of this Agreement. The Credit Card Account may be used only for personal, family, household, or charitable purposes, and not for any business or commercial purpose. You and we agree as follows:

**1. Security Interest in Savings Account.** If we require you to open and maintain a Savings Account, you grant us a security interest in the Savings Account to the full extent of the balance in that account (the "Pledged Balance"). The Pledged Balance funds will remain yours as long as your Credit Card Account is in good standing and you comply with this Agreement. The security interest will secure the payment of all your obligations under, and your compliance with, all of the provisions of this Agreement. In case of default, we may, without notice, apply all or any portion of your Pledged Balance against any outstanding balance due on your Credit Card Account. You will not be able to withdraw funds from the Pledged Balance unless we no longer require you to maintain a Savings Account or you close your Credit Card Account. Provided your Credit Card Account has been paid in full, you will be able to withdraw all remaining funds from the Pledged Balance twenty-five (25) days after you notify us in writing that you wish to close your Credit Card Account; you destroy your Card, and we have verified to our satisfaction that all funds you have sent us are valid. You will also have to pay any additional charges that are posted to your Credit Card Account after it has been closed.

**2. Payment of Debt.** You promise to pay us when due all amounts borrowed when you or anyone else uses your Credit Card Account (even if the amount charged exceeds your limit), all other transactions and charges to your Credit Card Account, and all other fees we incur, including, but not limited to, reasonable attorney's fees and costs. (If we sue you to collect the debt and you win the suit, we will pay your reasonable attorney's fees and court costs.)

**3. Payments.** We will send you a monthly statement showing your outstanding balance. You will pay us in U.S. dollars. Checks must be payable to a U.S. office of the bank the check is drawn on. We will consider the payment due as shown on your statement by the payment due date in accordance with payment instructions on your monthly statements. The payment due will be 3% of the new balance shown on your statement plus the amount of any past due payment, plus the amount by which the new balance exceeds your credit limit, plus fees for certain optional services. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due.

When we receive your payment check, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request.

If you send us money without specifying whether it is a deposit to your Savings Account or a payment on your Credit Card Account, we will determine, at our discretion, which Account(s) the money will be applied to. We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

**4. Finance Charges.** Finance charges begin to accrue on a debit when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advance Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Normally, any payment amount we receive that exceeds the finance charges and fees then due will first be used to pay the remaining Purchase Balance, and then, after the Purchase Balance has been paid in full, will be used to pay any remaining Cash Advance Balance. However, we may apply your payments differently. Purchases are included in your Purchase Balance as of the date made. Fees (except cash advance fees) are included in the Purchase Balance as of the date posted. However, fees will

not be included in the Purchase Balance for the purpose of calculating finance charges for the billing cycle when fees are the only balance on the last day of the billing cycle. Cash advances fees are included in the Cash Advance Balance as of the date posted. Cash advances from other financial institutions and through Automated Teller Machines are included in your Cash Advance Balance as of the date made. If we send you a cash advance check and you use it, it will be included in your Cash Advance Balance as of the date presented to us. Other debits are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above) and multiply the net amount by the applicable daily periodic rate. The daily periodic rate for purchases and cash advances is 0.0637% (corresponding to an ANNUAL PERCENTAGE RATE of 23.99%). The finance charge for purchases is then added to and included in that day's Purchase Balance and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction. There is no period within which credit extended may be repaid without incurring a finance charge.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statement for cash advances, add each day's Cash Advance Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals together to determine the total amount of your finance charges on balances for the billing cycle. If a cash advance transaction fee (see Fees, section 6) or credit line increase fee (see Fees, section 7) is charged, that amount is also a FINANCE CHARGE.

5. **Changes.** We may change any part of this Agreement or add or remove requirements, terms, or conditions after notice as required by law. If we change section 4, the new finance charge calculation will apply to your whole Credit Card Account balance from the effective date of the change, whether or not the balance includes items posted to your Credit Card Account before the change date and whether or not you continue to use the Credit Card Account.

6. **Fees.** We will charge your Credit Card Account \$29 for each billing cycle within which your Credit Card Account is delinquent (late fee); each billing cycle within which your balance exceeds your credit line (overlook fee); and each payment item that is returned to us unpaid (for example, bounced checks).

An annual fee of \$59 will be charged to your Credit Card Account every 12 months. For a second Card issued on your Credit Card Account, an additional \$25 annual fee will be charged for that Card. For cash advances, a transaction fee, which is a FINANCE CHARGE, will be charged that is the greater of \$5 or 5% of the cash advance amount. For Cards sent at your request through an express service, we may charge \$22. For each Card you ask us to replace, we may charge \$18. For copies of back statements that were first sent to you more than three months earlier, we may charge \$3 for each copy.

Your Credit Card Account will be reviewed regularly for unsecured line increases. When we offer you a line increase, we will tell you if there is a fee. The maximum amount of this fee was disclosed to you when you applied, and will in no case exceed \$99. A line increase fee is a FINANCE CHARGE.

7. **Credit Line.** Your credit line is specified from time to time in a separate notice. We may increase or decrease your credit line based on your use of your Credit Card Account and based on information we obtain from you or your credit records. Your available credit is normally the difference between your credit line and your Credit

Card Account balance (including transactions made or authorized but not yet posted). If you send us a large payment check, we may limit your available credit while we confirm that the check will clear. For cash advances, available credit may be less. You will not use your Credit Card Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit.

8. **Foreign Exchange/Currency Conversion.** If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be decreased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Credit Card Account. You agree to accept the converted amount in U.S. dollars.

9. **Merchant Relations.** We will not be liable if any person or Automated Teller Machine refuses to honor the Card or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card except as required by law. (See Special Rule below.)

10. **The Card's Cancellation.** You will return the Card to us at our request. The Card expires at the end of this month shown on it. We have the right not to renew the Card. At any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Card and your credit privileges. If your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing, destroying the Card, and paying your entire statement balance by the date indicated on the statement that includes your final purchases, cash advances, charges, and fees. Your credit privileges will be cancelled. You will still be responsible for paying any accrued finance charges and additional charges.

11. **Personal Information; Documents.** You will give us at least 10 days notice if you change your name, home or mailing address, telephone numbers, income, or job. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Credit Card Account to others. We may also share information with our affiliates. However, you may write to us at any time requesting that we not share credit information with our affiliates. If you fail to fulfill your obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

12. **Customer Service; Unauthorized Use, Loss, or Theft of the Card.** Each Card must be signed and receipted. You will safeguard the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, from theft. You will keep your PIN separate from your Card. If you discover or suspect that the Card is lost or stolen, or that there may be an unauthorized transaction on your Credit Card Account, you will notify us promptly by telephoning 1-800-336-0011. You will phone, even though you may notify us in writing, so we can act quickly to limit losses and liability. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report or we suspect unauthorized use of your Credit Card Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. To improve customer service and security, you agree that your calls may be monitored or recorded.

13. **Standard of Care.** Transactions in your Credit Card Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items that we will examine. We will examine all transactions when you report that your Card has been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Credit Card Account. Because of our limited review, and because your Card transaction slips will not be returned to you with the monthly statement, you should be careful to keep a record of them. You should save your cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us promptly of any unauthorized transactions or errors.

14. **Default.** You will be in default if you were not eligible for the Credit Card Account at the time it was opened; if you fail to pay any amount due to us or to any other creditor; if you fail to comply with any part of this Agreement or the attached

**Savings Account Rules:** If any information you gave us proves to be incomplete or false; upon your death, bankruptcy, or insolvency; if a bankruptcy petition is filed by or against you or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default, we may, without further demand or notice, cancel your credit privileges, declare your Credit Card Account balance immediately due and payable, and invoke any remedy we may have. In the event of your default, the outstanding balance on your Credit Card Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charges section of this Agreement, even if we have sued you to collect the amount you owe.

**15. Waiver of Certain Rights.** We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision hereof. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

**16. Applicable Law; Severability; Assignment.** No matter where you live, this Agreement and your Credit Card Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased cost, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges and declare your Credit Card Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified so conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Credit Card Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

**17. Notices.** Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for **CONFIDENTIAL INFORMATION FOR AUTHORIZED PROVIDENTIA PERSONNEL ONLY** (or other addresses we may specify) and shall be deemed received if it is received by us.

**Your Billing Rights—Keep This Notice for Future Reference**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about an entry on your bill, write us, on a separate sheet, at our address for billing disputes listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following:

- Your name and Credit Card Account number.
- The dollar amount of the suspected error.
- A description of the error and an explanation, if possible, of why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges. We can apply any unpaid amounts against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases**

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

**SAVINGS ACCOUNT RULES**

The following applies if you have a Savings Account with Provident National Bank. These Savings Account Rules govern the pledged Savings Accounts (the "Savings Accounts") opened by you with Provident National Bank in connection with your Credit Card Account. In these Savings Account Rules, "you" and "your" mean each person for whom we have opened a Savings Account. "We," "our," "ours," and "us" mean Provident National Bank or its assignee.

**1. Interest and Balance Computation Method.** Your deposit begins earning interest the business day after this date received. The initial interest rates and annual percentage yields we pay on this Savings Account are shown on a separate disclosure. Your interest rates and annual percentage yields may change. At our discretion, we may change the interest rates as often as daily. We use the average daily balance method to calculate the interest on your Savings Account. This method applies a periodic rate to the average daily balance for the period. The average daily balance is calculated by adding the principal in the Savings Account for each day of the period and dividing that figure by the number of days in the period. The interest rate and annual percentage yield depend on the amount of the balance on the last day of each statement period. Interest accrues and is compounded monthly. Interest is credited to your Savings Account at the end of each monthly statement period and when your Savings Account is closed.

**2. Depositing Money.** We may require a minimum balance for you to open the Savings Account; if so, the minimum opening deposit amount will be shown on a separate disclosure. To make a deposit, you may send money orders or checks drawn on U.S. financial institutions in U.S. dollars to P.O. Box 800, Tulsa, New Hampshire 03276-0800. Such a deposit will begin earning interest the business day after the date received. If you send us money without specifying whether it is a deposit to your Savings Account or a payment on your Credit Card Account, we will determine, at our discretion, to which Account(s) the money will be applied. We may not accept for deposit any loan that is made out to a third party instead of to you or to us. We reserve the right to refuse deposits for any reason. We may endorse and deposit items for you that we receive for deposit. When we receive your check for deposit, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check or your request. We reserve the right to limit the total balance in your Savings Account to \$5,000. If we receive a deposit that causes your balance to exceed \$5,000, we may, at our option, return the funds to you.

**3. Pledged Balances; Restricted Withdrawal.** At the time you open the Savings Account, you grant to us a security interest in all of the opening balance in the Savings Account and any subsequent deposits we accept. You may not withdraw any funds from this Savings Account except as described in these Savings Account Rules. This Savings Account balance has been pledged by you to secure your obligations on your Credit Card Account, as set forth in the Credit Card Account



Agreement. In case of default, we may, without notice, apply your pledged Savings Account balance against your Credit Card Account balance. You may withdraw the Pledged Balance from the Savings Account 25 days after having notified us that you wish to close your Credit Card Account, you have destroyed your Card, all amounts due have been paid in full, and we have verified to our satisfaction that all funds you have sent us are valid. In addition, under federal regulations, we must reserve the right to require seven days notice before you withdraw any money from the Savings Account.

4. **Statements.** We will send you a monthly statement showing the interest earned during the period up to the statement date, the annual percentage yield earned, and all transactions related to the Savings Account.

5. **Errors.** You will notify us within 30 days after you receive a statement if any transaction shown on it is incorrect.

6. **Fees.** The following fees may be assessed against your Savings Account: For payment of outstanding Credit Card Account balance: a \$25 processing fee if we must apply any funds from your Savings Account to pay any portion of the outstanding balance on your Credit Card Account; for deposited items returned unpaid: \$29 each time an item is returned unpaid for same copies of statements: \$3 each for legal process: \$25 if we must comply with a legal order related to the Savings Account; and for Savings Account reconciliation: \$12 per hour.

7. **Federal Deposit Insurance.** Funds on deposit in the Savings Account are insured by the Federal Deposit Insurance Corporation (FDIC). For individual accounts, the total of all deposits you have with us is insured up to \$100,000.

8. **Disclosure of Account Information.** At our discretion, we may disclose information about the Savings Account to our affiliates. On the request of another financial institution, we may release our experience with your Savings Account to the extent required by law, we will report earnings on the Savings Account to the appropriate tax authorities. We may give information about the Savings Account to others as authorized in writing by you. We may also be required, by subpoena or other legal process, to provide information about your Savings Account or to hold or deliver funds in the Savings Account.

9. **Limits of Liability.** You will indemnify and hold us harmless from any loss caused by our acting in accordance with these Savings Account Rules in reliance on any representation or authorization you give us. We are not liable for the accuracy of any information you give to us. Our responsibility is limited to the exercise of ordinary care.

10. **No Warranties.** We make no warranties or representations with respect to processing under these Savings Account Rules or the accuracy of any report or other form furnished under these Savings Account Rules. We will not be liable for our failure to act if the failure is due to your action or inaction, failure of our equipment, acts of God, government regulations, labor dispute, mechanical or electrical breakdowns, weather conditions, or other events beyond our control.

11. **Applicable Law; Change of Terms.** This Savings Account is subject to New Hampshire law, applicable federal laws and regulations, and our procedures for accounts of this type. We may change these Savings Account Rules but will give you any prior notice required by law at the address you have given us.

12. **Closing Account.** We may close the Savings Account at any time by written notice. Then we will send you the balance 25 days after the surrender or cancellation of your Card, after paying off any unpaid balance on the Credit Card Account. You may close the Savings Account only pursuant to section 3 above.

13. **Assignments.** Because you have pledged this Savings Account to us as security for your obligations on your Credit Card Account, you may not pledge or assign this Savings Account to any third party. If you attempt to do so, we will close both your Savings Account and your Credit Card Account.

#### Electronic Fund Transfers Disclosure Statement

You may arrange for an organization (for example, a government agency or financial institution) to make electronic deposits to your Savings Account. Electronic deposits that are credited to your Savings Account will be described in your monthly statement. You may also call 1-800-356-0011 to find out whether or not an electronic deposit has been made.

In Case of Errors or Questions About Electronic Transfers, You should telephone us at 1-800-356-0011, or write to us at P.O. Box 800, Tilton, New

Hampshire 03276-0800, as soon as possible if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You should:

- (1) tell us your name and Savings Account number;
- (2) describe the error or the transfer in question and explain clearly why it may be an error or why you need more information;
- (3) tell us the dollar amount of the suspected error.

If you call us orally, we may require you to send the complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after hearing from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will credit your Savings Account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put the complaint or question in writing and we do not receive it within 10 business days, we may not recredit your Savings Account.

If we decide that there was no error, we will send you a written explanation within those business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your Savings Account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

• If, at the time of our transfer, you do not have enough money in the Savings Account.  
• If, because of an error of ours, you do not have enough money in the Savings Account.  
• If, because of an event beyond our control (such as fire or flood) prevents the transfer, despite reasonable precautions that we have taken.

There may be other exceptions not specifically mentioned here (for example, if a payment is not made due to the limitations of a payor or financial institution).

**Business Days.** Our business days are Monday through Friday, excluding bank holidays.

**Disclosure of Account Information to Third Parties.** We will disclose information under the circumstances described in your Savings Account Rules, section 8.

**Unauthorized Transfers.** You must tell us at once if someone has transferred or may transfer money from your Savings Account without your permission. Telephoning us is the best way to keep possible losses down. Call 1-800-356-0011 or write to P.O. Box 800, Tilton, New Hampshire 03276-0800.

If your statement shows electronic transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lose after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

For Customer Service for your Credit Card Account or Savings Account, to report lost or stolen Credit Cards, or for other questions, please call us toll-free: 1-800-356-0011

Provident National Bank MEMBER FDIC



## VERIFICATION

I, JEFFREY GUSTIN, 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 CHRISTIE SMITH owes the balance of \$2,113.08 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

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

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

By: \_\_\_\_\_

*Authorized Representative*

Dated: \_\_\_\_\_

6/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2240-CD

CACH, LLC.

vs

CHRISTIE SMITH

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/20/2008

HEARING:

PAGE: 104961

DEFENDANT: CHRISTIE SMITH

ADDRESS: 2196 EGYPT RD.

WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

12/2/08 N/H  
12/3/08 JN

12/4/08 N/H.

SHERIFF'S RETURN

FILED

013:43/84  
DEC 16 2008

William A. Shaw

Deputy Sheriff/Clerk of Courts

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

COMPLAINT ON CHRISTIE SMITH, DEFENDANT

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

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

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

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

COMPLAINT FOR CHRISTIE SMITH

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

NOW THIS 16th Dec 2008 AT 3:20 AM / PM 0 AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTIE SMITH

REASON UNABLE TO LOCATE NOT HOME

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven  
Deputy Signature

Print Deputy Name

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

**CACH, LLC.**

**VS.**

**NO: 08-0240-CD**

**CHRISTIE SMITH**

**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**

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

**NOV 20 2008**

**Attest.**

*William L. Shaw*  
**Prothonotary/  
Clerk of Courts**

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**

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

**Plaintiff,**

**vs.**

**No.:**

<b>CHRISTIE SMITH</b>	)
<b>2196 EGYPT RD</b>	)
<b>WOODLAND, PA 16881</b>	)
	)
	)

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**COMPLAINT**

To: **CHRISTIE SMITH**  
**2196 EGYPT RD**  
**WOODLAND, PA 16881**

**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**

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### AVISO

Le han dernandado a usted en ia corte. Si usted quiere defenderse de estas demandas expuestas en las pagins siguientes. Usted tiene veinte (20) dias de plaza al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia excrita o en persons o con abogado y entregar o sus objecciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corta tomara medidas y puede continuar la demada en contra suya sin previo Avis o notificacion. Ademas la corte puede decidie 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 imporrantes para usted.

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

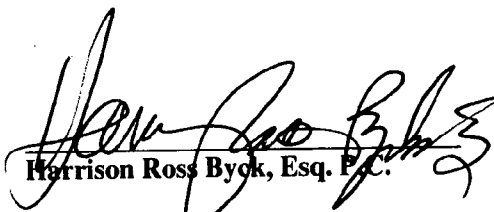
**SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERAL SERVICE  
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **CHRISTIE SMITH**, 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, **CHRISTIE SMITH**, is an individual residing at **2196 EGYPT RD , WOODLAND, PA 16881**.
3. Defendant, **CHRISTIE SMITH**, is indebted to **PROVIDIAN BANK** on an account stated by and between them in the amount of **\$2,113.08** which balance was due and unpaid as of **November 30, 2005**, for credit card account number **4465692500471374**. <Exhibit A>
4. On or about **June 1, 2006**, **PROVIDIAN BANK** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC**. <Exhibit B>
5. The Defendant, Christie Smith, last tendered a payment on **July 15, 2005**.
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 **\$1.7362** per day from the default date ( **29.990%** annual percentage rate x **\$2,113.08** / 365 days) or **\$1.7362 x 600 days = \$1,041.72**; 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 **\$3,649.80** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$3,649.80** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$3,649.80** together with other interest and costs of suit.

Date: November 14, 2008

  
Harrison Ross Byck, Esq. P.C.

**EXHIBIT A**



P.O. Box 660433, Dallas, TX 75266-0433

Indicate Change of Address Below (use blue or black ink)

Address: \_\_\_\_\_ Apt: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

PAYMENT  
DUE DATE

MINIMUM  
PAYMENT

BALANCE AS OF  
11/25/2005

ACCOUNT  
NUMBER

12/22/05

\$321.00

\$1,944.42

4465-6925-0047-1374

AMOUNT ENCLOSED (use blue or black ink)

\$

N  
000

Make Checks Payable to Washington Mutual

WASHINGTON MUTUAL CARD SERVICES  
P.O. BOX 660487  
DALLAS TX 75266-0487

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND PA 16881-8814

69012

4465692500471374 0032100 0194442 0014100 25

DETACH HERE

C COLR9081 6992 0184 B46 7 051125 Page 1 of 1 N 000 69012

### Important Messages

YOUR ACCOUNT IS PAST DUE AND OVER ITS CREDIT LIMIT. Please pay the minimum payment listed above along with the overlimit amount immediately or call us at 1-800-280-9441.

Your account is closed. Any balance you have will continue to accrue finance charges and fees and you will continue to receive billing statements until your balance is paid in full. Please destroy any checks and credit cards relating to this account. You will also need to cancel all automatic charges that are billed to this account. Closing your account does not stop these charges from being submitted by the merchant.

### Account Summary

Account Number	4465-6925-0047-1374	Previous Balance	\$1,667.37
Statement Date	11/25/05	Credits & Payments	\$0.00
Minimum Payment of \$321.00	due by 12/22/05	Purchases & Other Charges	\$39.50
Credit Line	\$1,360.00	Cash Advances	\$0.00
Available Credit Line as of 11/25/05	\$0.00	FINANCE CHARGE	\$48.15
Available Credit for Cash Advances as of 11/25/05	\$0.00	NEW BALANCE	\$1,944.42
Overpayment Credit	\$1		

### Transactions

Tran Date	Post Date	Description	Reference Number	Amount
Nov 22	Nov 22	LATE PAYMENT CHARGE	0000	\$39.00

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE SIDE.

### Balance Category

	Average Daily Balance	Daily Periodic Rate	Annual % Rate (APR)	Finance Charges	Grace Terms
Standard Purchase - Current Cycle	\$1,025.78	.0822%*	29.99%*	\$26.14	Term A
Standard Cash - Current Cycle	\$859.70	.0822%*	29.99%*	\$21.91	Term B
ANNUAL PERCENTAGE RATE this billing cycle: 30.56%					

\*These rates may vary.

For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at [www.provident.com](http://www.provident.com)

Your account is issued by Washington Mutual Bank, Henderson, NV.

PAYMENT DUE DATE  
 11/21/05

MINIMUM PAYMENT  
 \$262.00

BALANCE AS OF  
 10/25/2005  
 \$1,857.37

ACCOUNT NUMBER  
 4485-6925-0047-1374

P.O. Box 660433, Dallas, TX 75266-0433  
 Indicate Change of Address Below (use blue or black ink)

Address: \_\_\_\_\_ Apt: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

AMOUNT ENCLOSED (use blue or black ink)  
 \$                    
 N 000 Make Checks Payable to Washington Mutual

WASHINGTON MUTUAL CARD SERVICES  
 P.O. BOX 660487  
 DALLAS TX 75266-0487

CHRISTIE SMITH  
 2196 EGYPT RD  
 WOODLAND PA 16881-8814

73763



4465692500471374 0026200 0185737 0014100 25

DETACH HERE

1-2

C COLR9081 6892 8181 848 7 851825 Page 1 of 1 N 888 73763

**Important Messages**  
 You are responsible for keeping track of your Account balance, including finance charges and fees. Check your Account balance regularly to ensure that it remains below your Credit Line. IF YOUR ACCOUNT BALANCE EXCEEDS YOUR CREDIT LINE AT ANY TIME, EVEN IF ONLY FOR ONE DAY, WE MAY CHARGE AN OVERLIMIT FEE OF \$35.  
 YOUR ACCOUNT IS PAST DUE AND OVER ITS CREDIT LIMIT. Please pay the minimum payment listed above along with the overlimit amount immediately or call us at 1-800-280-9441.  
 Your account is closed. Any balance you have will continue to accrue finance charges and fees and you will continue to receive billing statements until your balance is paid in full. Please destroy any checks and credit cards relating to this account. You will also need to cancel all automatic charges that are billed to this account. Closing your account does not stop these charges from being submitted by the merchant.

**Account Summary**

Account Number	4485-6925-0047-1374	Previous Balance	\$1,775.69
Statement Date	10/25/05	Credits & Payments	\$0.00
Minimum Payment of \$262.00 due by 11/21/05		Purchases & Other Charges	\$186.00
Credit Line	\$1,360.00	Cash Advances	\$0.00
Available Credit for Cash Advances as of 10/25/05	\$0.00	NEW BALANCE	\$1,857.37

**Transactions**

Tran Date	Post Date	Description	Reference Number	Amount
Oct 24	Oct 24	LATE PAYMENT CHARGE	0000	\$39.00

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE SIDE.

**Balance Category**

	Average Daily Balance	Daily Periodic Rate	Annual % Rate (APR)	Finance Charges	Grace Terms
Standard Purchase - Current Cycle	\$960.00	.0822%*	29.99%*	\$22.88	Term A
Standard Cash - Current Cycle	\$838.77	.0822%*	29.99%*	\$19.99	Term B

ANNUAL PERCENTAGE RATE this billing cycle: 28.56% \*These rates may vary.  
 For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at [www.provident.com](http://www.provident.com)  
 Your account is issued by Washington Mutual Bank, Henderson, NV.

## **EXHIBIT B**

# CERTIFICATE OF PURCHASE

I, JEFFREY GUSTIN, 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:  
Original Creditor:  
Account Number:

CHRISTIE SMITH  
PROVIDIAN BANK  
4465692500471374

3. On or about June 1, 2006 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: 6/20/08

By: 

Sworn and subscribed to before me this JUN 23 2008 day of \_\_\_\_\_, 2008.

  
Notary Public

STEPHANIE MORRIS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 05/22/2011

## **EXHIBIT C**



FD-302 (Rev. 11-27-70)

## PROVIDIAN NATIONAL BANK VISA® AND MASTERCARD® ACCOUNT AGREEMENT

[illegible][illegible][illegible]

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advances Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate (see below) and subtract all credits for the current day to the applicable balance (as explained in the paragraph above), and multiply the net amount by the applicable daily periodic rate (see below) and subtract all credits for the current day to the applicable balance (as explained in the paragraph above). The finance charge for purchases is then added to and included in next day's Purchase Balance, and the finance charge for cash advances is then added to and included in next day's Cash Advances Balance. We treat a credit balance for any day as zero. We determine the total finance charges on your balance for the billing cycle by adding together the finance charges for purchases for each day within the billing cycle and the finance charges for cash advances for each day within the billing cycle. In calculating finance charges, we use the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, we use the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, we use the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction.

The term "Prime Rate" as used in this Agreement means the prime rate published in *The Wall Street Journal* on the first business day of the previous calendar month. Any increase or decrease in the APR will take effect on the first day of your billing cycle and may result in a slight increase or decrease in the amount of your minimum payment.

The **ANNUAL PERCENTAGE RATE** for purchases will vary and may be adjusted each billing cycle up to 10.99% above Prime Rate. Using this formula, the APR for purchases in the

The **ANNUAL PERCENTAGE RATE** for cash advances will vary and may be adjusted each billing cycle up to 12.99% above Prime Rate. Using this formula, the APR for cash advances in the April 2020 billing cycle is 18.99%, corresponding to a daily periodic rate of 0.0524%, and your APR for purchases will not go above 18.99%.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statement for cash advances, add each day's Cash Advance Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the change in the billing cycle rate to obtain solutions. ~~You may also~~ The two solutions together to determine the total amount of finance charges on your balance for the billing cycle. If a cardholder's daily periodic rate is variable, you cannot use these formulas.

For a membership fee of \$7.95 will be charged to your Account each month. If you request and we issue an additional Card on your Account for an authorized user, a fee of \$20 for each additional Card will be charged to your Account. This fee will be charged when the additional Card is issued and every 12 months thereafter for as long as each additional Card is outstanding. If you request and use our Improved Card, a fee of \$20 will be charged to your Account, which is a FIDUCIARY CHARGE, will be charged to your Account. In some cases, express processing may not be available. We may charge your Account a fee of \$20 for each returned payment, each returned payment each check you write on your Account that we return unpaid; each auto payment bribe or request of such an order; each cash advance made on your Account in full payment; (late charge); and each billing cycle within which your balance exceeds your credit limit even if your Account is closed. If you request copies of your statements, there will be sent to you either that two separate orders; we may charge a handling fee of \$2 for each copy order. A cash advance fee of 3% (minimum \$5), which is a FIDUCIARY CHARGE, will be charged for each cash advance transaction made on your Account. For your credit line increase, you may be charged a fee, which is a FIDUCIARY CHARGE, the amount of which will be disclosed to you before you accept the line increase offer. If you request that we make a one-time automatic payment from your personal checking account, we may charge your Account a fee of \$4.95 for each request. This fee is a FIDUCIARY CHARGE, and it will apply to each request made within 30 days of your request. We may charge your Account a fee of \$4.95 for each request. This fee is a FIDUCIARY CHARGE, and it will apply to each request made within 30 days of your request.

whether or not funds are available in your payment checking account to make the payment.

**Default.** You will be in default if any information you provided on proves to be incomplete or untrue; if you do not comply with any part of this Agreement; upon your death, bankruptcy, or insolvency; if you do not pay any other debts when due; if a bankruptcy petition is filed by or against you or if we believe in good faith that you may not pay or perform your obligations under this Agreement; if you ask in default, we may, without further demand or notice, cancel your credit privileges, declare your Account delinquent and payable, and sue you for the amount you may owe. In the event of your default, the outstanding balance on your Account will continue to accrue interest at the APR(s) disclosed in the Finance Charges section of this Agreement, even if we have filed suit to collect the amount you owe.

**Credit Line.** Your credit line and cash advance line are disclosed when you open your Account and on your statement each month. Your cash advance line is limited to a portion of your credit line. We may increase or decrease your credit line and/or your cash advance line based on information we obtained from you or your credit records. Your available credit for cash advances is normally the difference between your cash advance line and your Cash Advance balance or the difference between your credit line and your Account balance, whichever is less. If you spend on a large payment, we may limit your available credit while we confirm that the check will clear. For certain transactions, available credit may be less. This will not cut your Account off, and we may refuse to honor any transaction that would cause you to exceed your available credit or your available credit for cash advances. Your credit line may be reduced if you allowed us to over your cash advance credit line.

**Promises to Pay.** You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your participation) of other transactions and charges to your Account, and all collection costs we incur including, but not limited to, reasonable attorney's fees and court costs. (If you win the suit, we will pay your reasonable attorney's fees and court costs.)

**Changes.** After we provide you any notice required by law, we may change any part of this Agreement and add or remove any terms, conditions, or requirements. If a change is made to the Finance Charge section of this Agreement, the new finance charge calculation will apply to your entire Account balance from the effective date of the change. Changes will apply to balances that become delinquent on your Account before the date of the change, and we will apply whether or not you continue to use the Account.

**Foreign Exchange/Currency Conversion.** If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-subsidized rate or (ii) wholesale market rate in effect the day before the transaction is processed, increased by 3%. If a credit is subsequently given for a transaction, it will be determined by the same percentage. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. You agree to accept the converted amount in U.S. dollars.

The Bank, Chase National Bank, may cancel your credit privileges at any time by notifying us in writing and destroying the Card(s). Upon the Card expiration at the end of the month shown on it, we reserve the right not to renew the Card. We may cancel the Card and your credit privileges at any time after 30 days notice to you, or without notice if permitted by law. If your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. If you surrender your credit privileges, or if we cancel or do not renew the Card, you may no longer write checks on your Account, and you should destroy any unused checks we now have issued to you.

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do not fulfil your obligations under this Agreement, a negative check report may result on your credit rating.

**Customer Service:** Unauthorized Use, Loss, or Theft of Checks or the Card. Each Card must be signed on receipt. You are responsible for safeguarding the Card, your Personal Identification Number (PIN), which provides access to Automated Teller Machines, and any checks issued to you from this Card. If you lose the Card, or if you suspect that the Card, PIN, or any checks issued are lost or stolen, or that there may be an unauthorized transaction on your Account, you will promptly notify us by calling 1-800-355-0000, or by e-mail at [1-800-355-0000](mailto:1-800-355-0000). So we can limit liability not to exceed \$500 and liability, you will please do so even though you may also notify us in writing. Your liability for unauthorized use occurring between your report and us is limited to \$500. If you report or we suspect unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction.

**Cardholder's Obligation:** If you are unable to pay the amount due on the Card, you will promptly notify us by calling 1-800-355-0000. To improve customer service and security, you agree that your Card may be monitored or recorded.

**Cardholder's Obligation:** If you are unable to pay the amount due on the Card, you will promptly notify us by calling 1-800-355-0000. To improve customer service and security, you agree that your Card may be monitored or recorded.

Reserve Bank. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or accept your checks, or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card or checks except as required by law. (See Special Rule below.) Certain benefits that are available with the Account are provided by third-party vendors. We are not responsible for the quality, availability, or results of any of the services you obtain from them.

**Stop Payment Orders.** If you wish to stop payment on a check, you may need to stop payment order by writing to us at our address for Customer Service listed on your statement. You can make a stop payment order orally by calling the number listed on your statement. When you make a stop payment order, you must provide your Account number and provide information about the check: the exact amount, the date on the check, the name of the party to whom it was payable, the name of the person who signed it, and the check number. You will be asked to confirm an oral stop payment order by writing. We will charge you our fee to stop a payment order if we do not receive a signed written confirmation within two weeks after the oral order, or if we have not received an adequate description of the item so that payment can be stopped. The order will not be effective if the check was paid by us before we had a reasonable opportunity to act on the order. We may, without liability, charge a written stop payment order after monthly after another unless it is renewed in writing.

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Whereof Certain Rights. We may deny or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive the right to

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Notwithstanding to whom you send notices or communications, we may give you such notice by using a reasonable number of ways our records indicate are most likely to reach you.

**YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

[illegible]

**Your Rights and Our Responsibilities After We Receive Your Written Request** We will respond to your letter within 30 days, unless we have corrected the error by then. Within 30 days, we must either correct the error or explain why we believe the error is not yours. If you disagree with our explanation, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, but we cannot take any action against your credit file. You do not have to pay any overcollected amount while we are investigating, but you are still obligated to pay the balance of your account if you do not dispute the question.

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**Special Rule for Credit Card Payments.** If you have a problem with the quality of the property or services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the returned amount due on the property or services. There are two limitations on this rule: (a) you must have made the purchase in your home state, or it is not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$25. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**MEMBERSHIP PROGRAMS** – The following Terms and Conditions, along with the Washington Policy disclosed in the Member Brochure ("Brochure"), apply to the Member Program ("Program"). Membership in the Program is restricted to individuals who maintain a Provident Visa or MasterCard credit card account ("Account") in good standing. We reserve the right to suspend or terminate membership for any reason without notice.

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do not have a cash value, cannot be purchased or redeemed for cash, and are not redeemable for merchandise.

Expatriation of Points. Points will expire five years after being awarded. Points redemmed and expired will be based on a first-come, first-served basis.

**Redemption of Points.** Points may be redeemed for products or services ("Rewards"), which are set forth in a Brochure mailed to you each year or until, *points may also be redeemed for your Account, a copy and is not past due or above the credit line. All Rewards are subject to availability. We reserve the right to modify or cancel any Reward at any time. When Points are redeemed for a Reward, the number of Points required for the Reward will be subtracted from your Points balance. You will receive the points listed in the Brochure for instructions on how to redeem your Points.*

**THESE TERMS AND CONDITIONS APPLY TO ALL PURCHASES OF ANY OF THE FOLLOWING PRODUCTS:**

Change in the Program. The Program and the benefits are offered at our sole discretion. We reserve the right to alter or change any Program feature or benefit, prospectively or retroactively. Depending on the situation, Point earned or redemption criteria, and to cancel or temporarily suspend the Program at any time without notice. In the event you continue to participate in the Program, you agree that you will accept any such changes. We reserve the right to cancel any accrued Points, and to void your Account or void any provision of this Program, if you fail to accept such changes. If you do not accept such changes, you will be deemed to have terminated your participation in the Program. If we amend the Program, we will normally provide at least 30 days written notice to you at the address provided to us. However, if you violate any provision of these Terms and Conditions, you are in default under your Account, or your Account is closed, we may cancel the Program without providing you 30 days written notice and you will forfeit any unused Points. You only control your participation at any time. The Program is void where prohibited by federal, state, or local law.

**Rewarders:** Markit Inc. and BVI provide administrative services for redemption of the Rewards. Markit Inc. and BVI are independent contractors and are not affiliated with us. Neither we nor Markit Inc. nor BVI shall be liable for bodily harm and/or property damage that may result from participating in the Program, nor for the redemption of Rewards and use of Rewards. The event any Rewards that is returned is modified, defective, or otherwise unsatisfactory to you, you will look solely to the manufacturer or manufacturer of the Reward and not to us for any refund, return, or satisfaction of your claim. We are not responsible for any lost, stolen, destroyed, or expired Rewards.

## VISA CLASSIC® PROVIDIAN NATIONAL BANK ACCOUNT AGREEMENT

Your VISA Classic credit account (the "Credit Card Account") allows you to make purchases by using your VISA Classic card (the "Card") wherever it is honored, and to get cash advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have opened a Credit Card Account. "We," "us," "our," and "us" mean Providian National Bank or its assignee. Any use of this Credit Card Account constitutes acceptance of this Agreement. The Credit Card Account may be used only for personal, family, household, or charitable purposes and not for any business or commercial purpose. You and we agree as follows:

1. **Security Interest in Savings Account.** If we require you to open and maintain a Savings Account, you grant us a security interest in the Savings Account to the full extent of the balance in that account (the "Pledged Balance"). The Pledged Balance funds will remain yours as long as your Credit Card Account is in good standing and you comply with this Agreement. The security interest will secure the payment of all your obligations under, and your compliance with, all of the provisions of this Agreement. In case of default, we may without notice, apply all or any portion of your Pledged Balance against any outstanding balance due on your Credit Card Account. You will not be able to withdraw funds from the Pledged Balance unless we no longer require you to maintain a Savings Account or you close your Credit Card Account. Provided your Credit Card Account has been paid in full, you will be able to withdraw all remaining funds from the Pledged Balance twenty-five (25) days after you notify us in writing that you wish to close your Credit Card Account, you destroy your Card, and we have verified to our satisfaction that all funds you have sent us are valid. You will also have to pay any additional charges that are posted to your Credit Card Account after it has been closed.

2. **Payment of Bills.** You promise to pay us when due all amounts borrowed when you or someone else uses your Credit Card Account (even if the amount charged exceeds your credit limit), all other transactions and charges to your Credit Card Account, and all other fees we treat, including, but not limited to, reasonable attorney's fees and costs. (If we sue you to collect the debt and you win the suit, we will pay your attorney's fees and court costs.)

3. **Payments.** We will send you a monthly statement showing your outstanding balance. You will pay us the amount due as shown on your statement by the payment due date. Payments with payment instructions on your monthly statements. The payment due date is 3% of the new balance shown on your statement plus the amount of any past due payment, plus the amount by which the new balance exceeds your credit limit, plus fees for certain optional services. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due.

When we receive your payment check, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request.

If you send us money without specifying whether it is a deposit to your Savings Account or a payment on your Credit Card Account, we will determine, at our discretion, which account(s) the money will be applied to. We may accept late or partial payments, but payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

4. **Finance Charges.** Finance charges begin to accrue on a debit when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advance Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Normally, any payment amount we receive that exceeds the finance charges and fees then due will first be used to pay the remaining Purchase Balance, and then, after the Purchase Balance has been paid in full, will be used to pay any remaining Cash Advance Balance. However, we may apply your payments differently. Purchases are included in your Purchase Balance as of the date made. Fees (except cash advances fee) are included in the Purchase Balance as of the date posted. However, fees will



not be included in the Purchase Balance for the purpose of calculating finance charges for the billing cycle when fees are the only balance on the last day of the billing cycle. Cash advances are included in the Cash Advance Balance as of the date posted. Cash advances from other financial institutions and through Automated Teller Machines are included in your Cash Advance Balance as of the date made. If we send you a cash advance check and you use it, it will be included in your Cash Advance Balance as of the date presented to us. Other debts are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above) and multiply the net amount by the applicable daily periodic rate. The daily periodic rate for purchases and cash advances is 0.0657% (corresponding to an ANNUAL PERCENTAGE RATE of 23.99%). The finance charge for purchases is then added to and included in that day's Purchase Balance and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charges for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges for cash advances in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for each transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction. There is no period within which credit extended may be repaid without incurring a finance charge.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statement for cash advances, add each day's Cash Advance Balance (including daily finance charge) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals to obtain the total amount of your finance charges on balances for the billing cycle. If a cash advance transaction fee (see Part, Section 6) or credit line maintenance fee is charged, that amount is also a FINANCE CHARGE.

5. Changes. We may change any part of this Agreement or add or remove requirements, terms, or conditions after notice as required by law. If we change section 4, the new finance charge calculation will apply to your whole Credit Card Account balance from the effective date of the change, whether or not the balance includes items posted to your Credit Card Account before the change date and whether or not you continue to use the Credit Card Account.

6. Fees. We will charge your Credit Card Account \$29 for each billing cycle within which your Credit Card Account is delinquent (late fee); each billing cycle within which your balance exceeds your credit line (overlimit fee); and each payment from that is returned to us unpaid (for example, bounced checks).

An annual fee of \$99 will be charged on your Credit Card Account every 12 months. For a second Card issued on your Credit Card Account, an additional \$25 annual fee will be charged for that Card. For cash advances, a transaction fee, which is a FINANCE CHARGE, will be charged that is the greater of \$5 or 5% of the cash advance amount. For Cards sent at your request through an express service, we may charge \$12. For each Card you ask us to replace, we may charge \$18. For copies of both statements that were first sent to you more than three months earlier, we may charge \$3 for each copy.

Your Credit Card Account will be reviewed regularly for unsecured line increases. When we offer you a line increase, we will tell you if there is a fee. The maximum amount of this fee was disclosed to you when you applied, and will in no case exceed \$99. A line increase fee is a FINANCE CHARGE.

7. Credit Line. Your credit line is specified from time to time in a separate notice. We may increase or decrease your credit line based on your use of your Credit Card Account and based on information we obtain from you or your credit records. Your available credit is normally the difference between your credit line and your Credit

Card Account balance (including transactions made or authorized but not yet posted). If you send us a large payment check, we may limit your available credit while we confirm that the check will clear. For cash advances, available credit may be less. You will not use your Credit Card Account for, and we may refuse to honor, any transaction that would cause you to exceed your available credit.

8. Foreign Exchange/Conversion. If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be decreased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Credit Card Account. You agree to accept the converted amount in U.S. dollars.

9. Merchant Returns. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card except as required by law. (See Special Rule below.)

10. The Card Cancellation. You will return the Card to us at our request. The Card expires at the end of the month shown on it. We have the right not to renew the Card. At any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Card and your credit privileges. If your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing, destroying the Card, and paying your credit statement balance by the date indicated on the statement that includes your final purchases, cash advances, charges, and fees. Your credit privileges will be cancelled. You will still be responsible for paying any accrued finance charges and additional charges.

11. Personal Information; Documents. You will give us at least 10 days notice if you change your name, home or mailing address, telephone number, income, or job. You will promptly give us information about your financial affairs if we ask for it. We may get such information from others, including credit reporting agencies, and provide your address and information about your Credit Card Account to others. We may also share information with our affiliates. However, we may not sell or use at any time your information for any other purpose. For as short credit information with our affiliates. If you fail to fulfill your obligations under this Agreement, a negative credit report reflecting on your credit record may be referred to credit reporting agencies.

12. Customer Service; Unauthorized Use, Loss, or Theft of the Card. Each Card must be signed on receipt. You will safeguard the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, from theft. You will keep your PIN separate from your Card. If you discover or suspect that the Card is lost or stolen, or that there may be an unauthorized transaction on your Credit Card Account, you will notify us promptly by telephoning 1-800-356-0011. You will phone, even though you may notify us in writing, so we can act quickly to limit losses and liability. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report or we suspect unauthorized use of your Credit Card Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. To improve customer service and security, you agree that your calls may be monitored or recorded.

13. Standard of Care. Transactions in your Credit Card Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items that we will examine. We will examine all transactions when you report that your Card has been lost or stolen. We do not intend exclusively to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Credit Card Account. Because of our limited review, and because your Card transaction slips will not be returned to you with the monthly statement, you should be careful to keep a record of them. You should save your cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us promptly of any unauthorized transactions or errors.

14. Defaults. You will be in default if you were not eligible for the Credit Card Account at the time it was opened; if you fail to pay any amount due to us or to any other creditor; if you fail to comply with any part of this Agreement or the attached

**Savings Account Rules:** If any information you gave us proves to be incomplete or false; upon your death, bankruptcy, or insolvency; if a bankruptcy petition is filed by or against you or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default, we may, without further demand or notice, cancel your credit privileges, declare your Credit Card Account balance immediately due and payable, and revoke any remedy we may have. In the event of your default, the outstanding balance on your Credit Card Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charge section of this Agreement, even if we have sent you to collect the amount you owe.

**15. Waiver of Certain Rights:** We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision here. You waive: the right to promissory, demand, present, or notice of dishonor; any applicable statutes of limitation; and any right you may have to require us to process against anyone before we sue you.

**16. Assignable Law; Severability; Assignment:** No matter where you live, this Agreement and your Credit Card Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit privileges and declare your Credit Card Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Credit Card Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If such law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

**17. Notices:** Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for correspondence (or other address we may specify) and shall be effective when we receive it.

**Your Billing Rights—Keep This Notice for Future Reference**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about an entry on your bill, write us, on a separate sheet, at our address for billing disputes listed on your bill. Write to us as soon as possible. We start here from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following:

- Your name and Credit Card Account number.
- The dollar amount of the suspected error.
- A description of the error and an explanation, if possible, of why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges. We can apply any unpaid amounts against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the amount has been agreed between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### Special Rule for Credit Card Purchases

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

#### SAVINGS ACCOUNT RULES

The following applies if you have a Savings Account with Provident National Bank. These Savings Account Rules govern the pledged Savings Account (the "Savings Account") opened by you with Provident National Bank in connection with your Credit Card Account. In these Savings Account Rules, "you" and "your" mean each person for whom we have opened a Savings Account. "We," "our," "ours," and "us" mean Provident National Bank or its assigns.

**1. Interest and Balance Computation Method:** Your deposit begins earning interest the business day after the date received. The initial interest rates and annual percentage yields we pay on this Savings Account are shown on a separate disclosure. Your interest rates and annual percentage yields may change. At our discretion, we may change the interest rates as often as daily. We use the average daily balance method to calculate the interest on your Savings Account. This method applies a periodic rate to the average daily balance for the period. The average daily balance is calculated by adding the principal in the Savings Account each day of the period and dividing that figure by the number of days in the period. The interest rate and annual percentage yield depend on the amount of the deposit on the last day of each statement period. Interest accrues and is compounded monthly. Interest is credited to your Savings Account at the end of each monthly statement period and when your Savings Account is closed.

**2. Depositing Money:** We may require a minimum balance for you to open the Savings Account; if so, the minimum opening deposit amount will be shown on a separate disclosure. To make a deposit, you may send money orders or checks drawn on U.S. financial institutions in U.S. dollars to P.O. Box 800, Tilton, New Hampshire 03276-0800. Such a deposit will begin earning interest the business day after the date received. If you send us money without specifying whether it is a deposit to your Savings Account or a payment on your Credit Card Account, we will determine, at our discretion, to which Account(s) the money will be applied. We may not accept for deposit any loan that is made out to a third party instead of to you or to us. We reserve the right to refuse deposits for any reason. We may endorse and deposit items for you that we receive for deposit. When we receive your check for deposit, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request. We reserve the right to limit the total balance in your Savings Account to \$5,000. If we receive a deposit that causes your balance to exceed \$5,000, we may, at our option, return the funds to you.

**3. Pledged Balance; Restricted Withdrawal:** At the time you open the Savings Account, you grant to us a security interest in all of the opening balance in the Savings Account and any subsequent deposits we accept. You may not withdraw any funds from this Savings Account except as described in these Savings Account Rules. This Savings Account balance has been pledged by you to secure your obligations on your Credit Card Account, as set forth in the Credit Card Account

Agreement. In case of default, we may, without notice, apply your pledged Savings Account balance against your Credit Card Account balance. You may withdraw the Pledged Balance from the Savings Account 25 days after having notified us that you wish to close your Credit Card Account; you have destroyed your Card, all amounts due have been paid in full, and we have verified to our satisfaction that all funds you have sent us are valid. In addition, under federal regulations, we must reserve the right to require seven days notice before you withdraw any money from the Savings Account.

4. **Statements.** We will send you a monthly statement showing the interest earned during the period up to the statement date, the annual percentage yield earned, and all transactions related to the Savings Account.

5. **Errors.** You will notify us within 30 days after you receive a statement if any transaction shown on it is incorrect.

6. **Fees.** The following fees may be assessed against your Savings Account: For payment of outstanding Credit Card Account balance a \$25 processing fee if we must apply any funds from your Savings Account to pay any portion of the outstanding balance on your Credit Card Account; for deposited items returned unpaid: \$25 each time an item is returned unpaid for items copies of statements: \$3 each for legal process \$25 if we must comply with a legal order related to the Savings Account; and for Savings Account reconciliation: \$12 per hour.

7. **Federal Deposit Insurance.** Funds on deposit in the Savings Account are insured by the Federal Deposit Insurance Corporation (FDIC). For individual accounts, the total of all deposits you have with us is insured up to \$100,000.

8. **Disclosure of Account Information.** As our discretion, we may disclose information about the Savings Account to our affiliates. On the request of another financial institution, we may release our experience with your Savings Account to the extent required by law, we will report earnings on the Savings Account to the appropriate tax authorities. We may give information about the Savings Account to others as authorized in writing by you. We may also be required, by subpoena or other legal process, to provide information about your Savings Account or to hold or deliver funds in the Savings Account.

9. **Limits of Liability.** You will indemnify and hold us harmless from any loss caused by our acting in accordance with these Savings Account Rules in reliance on any representation or authorization you give us. We are not liable for the accuracy of any information you give us. Our responsibility is limited to the exercise of ordinary care.

10. **No Warranties.** We make no warranties or representations with respect to processing under these Savings Account Rules or the accuracy of any report or other form furnished under these Savings Account Rules. We will not be liable for our failure to act if the failure is due to your action or inaction, failure of our equipment, act of God, government regulations, labor disputes, mechanical or electrical breakdowns, weather conditions, or other events beyond our control.

11. **Applicable Law; Change of Terms.** This Savings Account is subject to New Hampshire law, applicable federal laws and regulations, and our procedures for accounts of this type. We may change these Savings Account Rules but will give you any prior notice required by law at the address you have given us.

12. **Closing Account.** We may close the Savings Account at any time by written notice. Then we will send you the balance 25 days after the activation or cancellation of your Card, after paying off any unpaid balance on the Credit Card Account. You may close the Savings Account only pursuant to section 3 above.

13. **Assignments.** Because you have pledged this Savings Account to us as security for your obligations on your Credit Card Account, you may not pledge or assign this Savings Account to any third party. If you attempt to do so, we will close both your Savings Account and your Credit Card Account.

#### Electronic Fund Transfers Disclosure Statement

You may arrange for an organization (for example, a government agency or financial institution) to make electronic deposits to your Savings Account. Electronic deposits that are credited to your Savings Account will be described in your monthly statement. You may also call 1-800-356-0011 to find out whether or not an electronic deposit has been made.

In Case of Errors or Questions About Electronic Transfers. You should telephone us at 1-800-356-0011, or write to us at P.O. Box 800, Tilton, New

Hampshire 03276-0800, as soon as possible if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You should:

- (1) tell us your name and Savings Account number;
- (2) describe the error or the transfer in question and explain clearly why it may be an error or why you need more information;
- (3) tell us the dollar amount of the suspected error.

If you call us orally, we may require you to send the complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after hearing from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will credit your Savings Account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put the complaint or question in writing and we do not receive it within 10 business days, we may not recredit your Savings Account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your Savings Account on time or in the correct amount, we will NOT be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for losses:

1. If you do not have enough money in the Savings Account to complete the transfer.

2. If you do not have our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions not specifically mentioned here (for example, if a payment is not made due to the limitations of a payee or financial institution).

**Business Days.** Our business days are Monday through Friday, excluding bank holidays.

**Disclosure of Account Information to Third Parties.** We will disclose information under the circumstances described in your Savings Account Rules, section 8.

**Unauthorized Transfers.** You must tell us at once if someone has transferred or may transfer money from your Savings Account without your permission. Telephoning us is the best way to keep possible losses down. Call 1-800-356-0011 or write to P.O. Box 800, Tilton, New Hampshire 03276-0800.

If your statement shows electronic transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

For Customer Service for your Credit Card Account or Savings Account, to report lost or stolen Credit Cards, or for other questions, please call us toll-free 1-800-356-0011

Provident National Bank MEMBER FDIC



# VERIFICATION

I, JEFFREY GUSTIN, 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 CHRISTIE SMITH owes the balance of \$2,113.08 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

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

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

By: 

*Authorized Representative*

Dated: 6/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104961  
NO: 08-2240-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CACH, LLC.  
VS.  
DEFENDANT: CHRISTIE SMITH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	9871	10.00
SHERIFF HAWKINS	HARRISON	9871	31.55

<sup>5</sup> FILED  
03:46 PM  
FEB 26 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

Harrison Ross Byck, Esq., P.C.  
229 Plaza Boulevard - Suite 112  
Morrisville, Pennsylvania 19067  
(215) 428-0666 / fax (215) 428-0740  
Attorney for Plaintiff

FILED  
M 1:25 P.M. CK  
FEB 08 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
3CC Atty Byck  
EK

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

: IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNA

VS.

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

: NO. 2008-02240-CD  
: CIVIL ACTION

**MOTION TO ALLOW SUBSTITUTE SERVICE**  
**PURSUANT TO Pa. R.C.P. 430(a)**

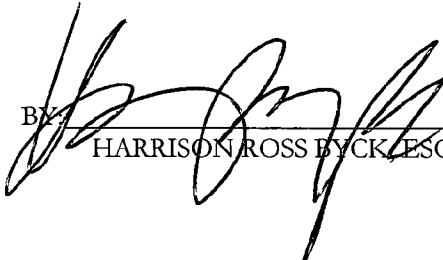
Plaintiff, by its attorney, HARRISON ROSS BYCK, ESQ. P.C., hereby requests this Honorable Court issue a special order allowing substituted service of process for the Defendant, **CHRISTIE SMITH** pursuant to Pa.R.C.P. 430(a) and, in support thereof, avers as follows:

1. A Civil Action sounding in Breach of Contract and/or for an Account Stated for the Defendant's failure to pay a credit card was filed on **November 20, 2008**. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked *Exhibit "A"*.
2. The Sheriff has attempted service on numerous occasions since that date without success and after the last attempt provided the following: "**SHERIFF ATTEMPTED SERVICE 3 TIMES, DEFT NOT HOME.**" A true and correct copy of the Sheriff's documented attempts is attached hereto, made part hereof, and marked *Exhibit "B"*.
2. As a result of the Sheriff's notes, pursuant to a good faith investigation, and the information listed below, Plaintiff believes and therefore avers that the Defendant, **CHRISTIE SMITH** does reside at **2196 EGYPT RD; WOODLAND, PA 16881**, and that they are actively

attempting to avoid service by refusing to open the door.

3. The Post Office verified that the address is current; i.e., mail for the Defendant is currently delivered to them at the address identified. A true and correct copy of the post office verification is attached hereto, made part hereof, and marked, *Exhibit "C"*.
4. Further, Insight an asset investigation tool was used to verify that the Defendant currently resides at the property at **2196 EGYPT RD; WOODLAND, PA 16881**. See Property Deed search, attached hereto, made part hereof, and marked *Exhibit "D"*.
5. Pursuant to all of the foregoing, the Plaintiff believes and therefore avers that service of the Complaint via posting upon the residence at **2196 EGYPT RD; WOODLAND, PA 16881** would be an effective method to ensure that the Defendant actually receives notice of the within action.
6. Plaintiff also seeks leave to simultaneously serve process via Certified Mail, return receipt requested, and by Regular Mail verified by Proof of Mailing.

WHEREFORE, the Plaintiff respectfully requests an Order permitting substituted service pursuant to Pa.R.C.P. 430(a).

BY  \_\_\_\_\_  
HARRISON ROSS BYCK, ESQ.

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

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**CACH, LLC.**  
**4340 S. MONACO STREET – 2<sup>ND</sup> FLOOR**  
**DENVER, CO 80237**

**: IN THE COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY, PENNA**

**VS.**

**CHRISTIE SMITH**  
**2196 EGYPT RD**  
**WOODLAND, PA 16881**

**: NO.: 2008-02240-CD**

**: CIVIL ACTION**

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### **MEMORANDUM OF LAW**

Rule 430 of the Pennsylvania Rules of Civil Procedure provides authority for alternative methods of service of process when service cannot be made under the applicable rules.

The notes to Rule 430 suggests that a good faith investigation to locate the defendant should occur before the filing of a petition for alternative service. The Plaintiff herein has, in fact, made a good faith effort to locate the defendant and verify the address.

Specifically, Rule 430 suggests inquiries of postal authorities. As averred, the Plaintiff did send a recent request to the Post Office which confirmed that the address utilized and identified upon the Complaint is, in fact, the Defendants' current address.

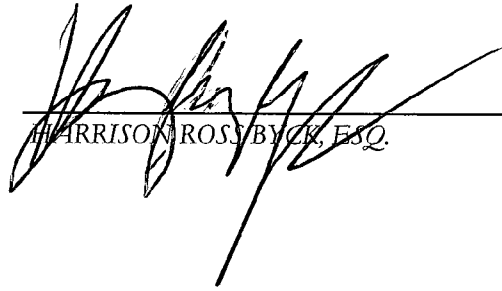
Rule 430 also requires additional forms of corroboration. As a result, Insight, an asset investigation tool was used to verify that the Defendant currently resides at the property at **2196 EGYPT RD; WOODLAND, PA 16881.**

Finally, it should be emphasized that this is not merely a case where there is simply no sign of the Defendant at the indicated location. To the contrary, the deputy Sheriff who attempted to serve the Complaint specifically noted that there were multiple attempts made but was actively avoiding service.



Pursuant to all of the foregoing, the Plaintiff respectfully requests that this Honorable Court grant the within motion for alternative service of the Complaint, by posting and by mailing via Certified, return receipt requested, and Regular, using Proof of Mailing.

Respectfully submitted by:



HARRISON ROSS BYCK, ESQ.

# EXHIBIT A

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

**CACH, LLC.**

**VS.**

**NO: 08-2240-CD**

**CHRISTIE SMITH**

**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**

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

**NOV 20 2008**

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

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

Plaintiff,

vs.

No.:

**CHRISTIE SMITH**  
**2196 EGYPT RD**  
**WOODLAND, PA 16881**

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**COMPLAINT**

To: **CHRISTIE SMITH**  
**2196 EGYPT RD**  
**WOODLAND, PA 16881**

**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**

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## 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.

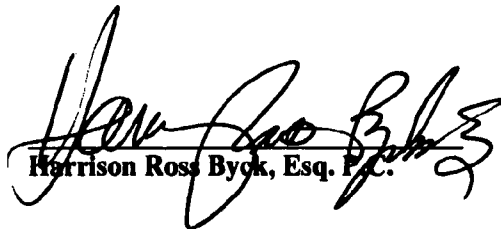
**SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **CHRISTIE SMITH**, 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, **CHRISTIE SMITH**, is an individual residing at **2196 EGYPT RD , WOODLAND, PA 16881**.
3. Defendant, **CHRISTIE SMITH**, is indebted to **PROVIDIAN BANK** on an account stated by and between them in the amount of **\$2,113.08** which balance was due and unpaid as of **November 30, 2005**, for credit card account number **4465692500471374**. <Exhibit A>
4. On or about **June 1, 2006**, **PROVIDIAN BANK** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC**. <Exhibit B>
5. The Defendant, Christie Smith, last tendered a payment on **July 15, 2005**.
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 **\$1.7362** per day from the default date ( **29.990%** annual percentage rate x **\$2,113.08** / 365 days) or **\$1.7362 x 600 days = \$1,041.72**; 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 **\$3,649.80** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$3,649.80** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$3,649.80** together with other interest and costs of suit.

Date: November 14, 2008

  
Harrison Ross Byck, Esq. P.C.

**EXHIBIT A**

PAYMENT DUE DATE	MINIMUM PAYMENT	BALANCE AS OF 11/25/2005	ACCOUNT NUMBER
12/22/05	\$321.00	\$1,944.42	4465-6925-0047-1374

P.O. Box 660439, Dallas, TX 75266-0439  
Indicate Change of Address Below (use blue or black ink)

Address: \_\_\_\_\_ Apt: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

AMOUNT ENCLOSED (use blue or black ink)  
\$

N 000 Make Checks Payable to Washington Mutual

WASHINGTON MUTUAL CARD SERVICES  
P.O. BOX 660487  
DALLAS TX 75266-0487

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND PA 15881-8814

69012

4465692500471374 0032100 0194442 0014100 25

DETACH HERE

C COLR9981 6992 6184 848 7 051125 Page 1 of 1 M 888 69012

### Important Messages

**YOUR ACCOUNT IS PAST DUE AND OVER ITS CREDIT LIMIT.** Please pay the minimum payment listed above along with the overlimit amount immediately or call us at 1-800-280-9441.

Your account is closed. Any balance you have will continue to accrue finance charges and fees and you will continue to receive billing statements until your balance is paid in full. Please destroy any checks and credit cards relating to this account. You will also need to cancel all automatic charges that are billed to this account. Closing your account does not stop these charges from being submitted by the merchant.

### Account Summary

Statement Date	11/25/05	Credits & Payments	\$0.00
Credit Line	\$1,360.00	Cash Advances	\$0.00
Available Credit for Cash Advances as of 11/25/05	\$0.00	NEW BALANCE	\$1,944.42

### Transactions

Tran Date	Post Date	Description	Reference Number	Amount
Nov 22	Nov 22	LATE PAYMENT CHARGE	0000	\$39.00

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE SIDE.

### Balance Category

	Average Daily Balance	Daily Periodic Rate	Annual % Rate (APR)	Finance Charges	Grace Terms
Standard Purchase - Current Cycle	\$1,025.78	.0822%*	29.99%*	\$28.14	Term A
Standard Cash - Current Cycle	\$859.70	.0822%*	29.99%*	\$21.91	Term B

ANNUAL PERCENTAGE RATE this billing cycle: 30.58%

\*These rates may vary.

For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at [www.provident.com](http://www.provident.com)

Your account is issued by Washington Mutual Bank, Henderson, NV.



	PAYMENT DUE DATE	MINIMUM PAYMENT	BALANCE AS OF 10/25/2005	ACCOUNT NUMBER
P.O. Box 660439, Dallas, TX 75266-0439	11/21/05	\$262.00	\$1,857.37	4465-6925-0047-1374
Indicate Change of Address Below (use blue or black ink)				
Address: _____ Apt. _____			AMOUNT ENCLOSED (use blue or black ink)	
City: _____ State: _____ Zip: _____			\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Home Phone: _____ Work Phone: _____			N 000	
E-Mail: _____			Make Checks Payable to Washington Mutual	

WASHINGTON MUTUAL CARD SERVICES  
P.O. BOX 660487  
DALLAS TX 75266-0487  
|||||

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND PA 16881-8814  
73763  
|||||

4465692500471374 0026200 0185737 0014100 25

DETACH HERE

C COL79801 6492 0181 846 7 051025 Page 1 of 1 N 886 73763

**Important Messages**

You are responsible for keeping track of your Account balance, including finance charges and fees. Check your Account balance regularly to ensure that it remains below your Credit Line. IF YOUR ACCOUNT BALANCE EXCEEDS YOUR CREDIT LINE AT ANY TIME, EVEN IF ONLY FOR ONE DAY, WE MAY CHARGE AN OVERLIMIT FEE OF \$35.

YOUR ACCOUNT IS PAST DUE AND OVER ITS CREDIT LIMIT. Please pay the minimum payment listed above along with the overlimit amount immediately or call us at 1-800-280-9441.

Your account is closed. Any balance you have will continue to accrue finance charges and fees and you will continue to receive billing statements until your balance is paid in full. Please destroy any checks and credit cards relating to this account. You will also need to cancel all automatic charges that are billed to this account. Closing your account does not stop these charges from being submitted by the merchant.

**Account Summary**

Account Number	4465-6925-0047-1374	Previous Balance	\$1,775.59
Statement Date	10/25/05	Credits & Payments	\$0.00
Credit Line	\$1,360.00	Cash Advances	\$0.00
Available Credit for Cash Advances as of 10/25/05	\$0.00	NEW BALANCE	\$1,857.37

**Transactions**

Tran Date	Post Date	Description	Reference Number	Amount
Oct 24	Oct 24	LATE PAYMENT CHARGE	0000	\$39.00

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE SIDE.

**Balance Category**

	Average Daily Balance	Daily Periodic Rate	Annual % Rate (APR)	Finance Charges	Grace Terms
Standard Purchase - Current Cycle	\$960.00	.0822%*	29.99%*	\$22.88	Term A
Standard Cash - Current Cycle	\$838.77	.0822%*	29.99%*	\$19.99	Term B
ANNUAL PERCENTAGE RATE this billing cycle: 28.59%				*These rates may vary.	

For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at [www.provident.com](http://www.provident.com)

Your account is issued by Washington Mutual Bank, Henderson, NV.

## **EXHIBIT B**

# CERTIFICATE OF PURCHASE

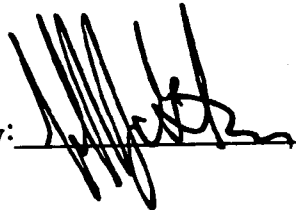
I, JEFFREY GUSTIN, hereby depose and state that:

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:

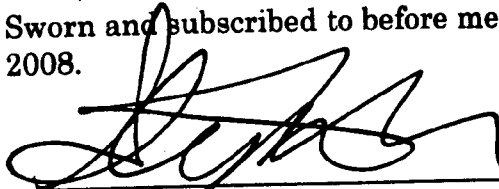
Customer Name:	CHRISTIE SMITH
Original Creditor:	PROVIDIAN BANK
Account Number:	4465692500471374

3. On or about June 1, 2006 this account was sold by the original creditor. CACH, LLC is the current owner of the account and purchased the account for good and valuable consideration.

Date: 6/20/08

By: 

Sworn and subscribed to before me this JUN 23 2008 day of \_\_\_\_\_, 2008.



Notary Public

STEPHANIE MORRIS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 05/22/2011

**EXHIBIT C**



FD-302 (Rev. 11-27-70)

Please review this document and keep it with your other important papers. This Account Agreement contains the terms that govern your Provident National Bank VISA® or MasterCard® Account (the "Account"). The Account allows you to make payments by using your VISA or MasterCard credit card (the "Card") whenever it is honored and to get cash advances from us or any other participating merchant locations and from Automated Teller Machines. Certain terms may also be provided to you as an additional way to use the Account. In this Agreement, "you" and "your" mean each person for whom the bank opened a credit card account. "We," "us," "our," and "us" mean Provident National Bank, or its employees, as listed on your billing statement. The Account may be used only for personal, family, household, and charitable purposes, and not for any business or commercial purpose. Any use of this Account that constitutes a violation of the terms of this Agreement. You and we agree as follows:

**Payments.** You will receive a weekly statement showing your outstanding balance. Payment on this Account is required in U.S. dollars (which must be payable at a U.S. office of the bank the check is drawn on) by the 15<sup>th</sup> day of the payment due on the statement or by the payment due date in accordance with payment instructions on your monthly statement. The bank of your monthly statement includes the rules on when you must pay on your Account. Convenience checks and other checks to you may not be used to make payments on your Account or to make payments on any other account you have with us or our affiliates. The payment due will be 9% of the new balance shown on your statement plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may impose a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due. The new amount due or partial payments, or payments overpaid "paid in full" or varied with other restrictions, without losing our right to collect all amounts owing under this Agreement.

Please **Charge**. Please charge to your account up to \$100 when it is included in one of your daily balance and continue to accrue until that balance is reduced by a payment or credit. Your Account has two daily balances: the **End-of-Day Balance**, which consists of payments you make with your Card and fees, other than Cash Advances, transactions that, charged to your Account, including late fee options, services and the Cash Advance balance, which consists of all cash advances and cash advances transactions that. Any payment amount on relative that exceeds the Minimum charge and less than the full amount is applied first to the balance with the lower interest. **PERCENTAGE RATE (APR)** will be that balance is zero, and then to the remaining balance. We reserve the right to apply payments differently without further notice. The **Payment** and **Cash Advance balance** are subject to payments as of the date received, and by month as of the date posted. **Payments** are received in your **Payment Balance** as of the date made. You are charged in your **Payment Balance** as of the transaction date. **Cash Advances** are included in your **Cash Advance balance** at interest each payment from other financial institutions and groups (including Teller Machines) as of the date funds were electronically transferred, as of the date transferred, each Account should make payments to you that are identical to a credit's charge, which you may send to you at your request, as of the date you close the date we bill on the charge at your choice, including any convenience charge, or until the date presented to us. **Cash Advances** transactions that are included in the Cash Advance balance as of the transaction date. **Cash Advances** are included in your **Payment** or **Cash Advance balance** as of the date posted. **Interest** depends on what is in your **Payment** or **Cash Advance balance** as of the transaction date. **Interest** is calculated on the last day of the billing cycle. There is no period within which would maintain may be applied without incurring a finance charge.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Previous Balance and Cash Advances Balance, add all new debits and subtract all credits for the current day to the previous balance as explained in the paragraph above, and multiply that net amount by the applicable daily periodic rate (see following paragraph). The finance charge for purchases is then added to and included in this day's Previous Balance, and the finance charge for cash advances is then added to and included in that day's Cash Advances Balance. We post a credit balance for any day at zero. We determine the total finance charges on your statement by the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transactions or payments not posted but reflected by finance charge reductions by a prior billing cycle that it been posted in that cycle. The applicable daily periodic rate for each transaction will be the rate in effect for the entire billing cycle rather than the rate in effect on the date of the transaction.

The term "Prime Rate" as used in this Agreement means the prime rate published in The Wall Street Journal on the day business day of the previous calendar month. Any increase or decrease in the APR will take effect on the first day of your billing cycle and may result in a slight increase or decrease in the amount of your minimum payment.

The ANNUAL PERCENTAGE RATE for purchases will vary and may be adjusted with billing cycle up to 10.00% above Prime Rate. Using this formula, the APR for purchases is the Add \$0.00 to cash is 18.00%, corresponding to a daily periodic rate of 0.0497%, and your APR for purchases will not go below 10.00%.

The Annual PERCENTAGE RATE for each advance will vary and may be adjusted each billing cycle up to 12.99% above Prime Rate. Using this formula, the APR for each advance to the 4th and 5th advance rate is 21.99%, corresponding to a daily periodic rate of 0.0608%, and your APR for each advance will not go below 21.99%.

To determine the average daily balance shown on your statement for purchases, add each day's Purchase Balance (including daily finance charges) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statement for cash advances, add each day's Cash Advance Balance (including daily finance charges) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain estimates. The amount of the two balances added together to determine the total amount of finance charges on your statement for the billing cycle. If a cardholder's balance on the credit line remains in the negative, and the amount is in default (see Fees section), those amounts are also finance charges.

[illegible]

**Default.** You will be in default if any information you provide on or before is incomplete or untrue; if you do not comply with any part of this Agreement upon your death, bankruptcy, or insolvency; if you do not pay any other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. If you are in default, we may, without further demand or notice, exercise your credit privileges, declare your Account delinquent immediately due and payable, and use any remedy we may have. In the event of your default, the automatic interest on your Account will continue to accrue interest at the APR(s) disclosed in the Finance Charges section of the Account Statement if we have filed suit to collect the amount due.

**Cash Lines.** Your credit line and cash advance line are disclosed when you open your Account and on your statement each month. Your cash advance line is limited to a portion of your credit line. We may increase or decrease your credit line under your cash advance line based on information we obtained from you or your credit records. Your Cashline credit line is designed to accurately reflect the difference between your credit line and your Account balance (including balances in credit or overdraw) that you are permitted. Your cash advance line for a statement is currently the difference between your cash advance line and your Cash Advance balance at the difference between your credit line and your Account balance, whatever is less. If you need to a large payment, we may limit your cashline credit with the condition that the check will clear. For certain transactions, payments could ring in late. We will not cash your Account bill, and we may refuse to finance any transaction that would cause you to exceed your available credit or your available credit for cash advances. Your credit line may be reduced if you attempt to go over your cash advance credit line.

**Promote to Pay.** You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your contribution) or other transactions and charges to your Account, and all collection costs we incur including, but not limited to, reasonable attorney's fees and court costs. (If you wish the suit, we will pay your reasonable attorney's fees and court costs.)

Changes. After we provide you any notice required by law, we may change any part of this Agreement and add or remove any terms, conditions, or requirements. If a change is made to the Finance Charge section of this Agreement, the new Finance Charge calculation will apply to your entire Account balance from the effective date of the change. Changes will apply to the balance in your Account from the date of the change, and will affect your ending or net you continue to use the Account.

**Foreign Banking/Currency Conversion.** If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (1) government-specified rate or (2) wholesale market rate in effect the day before the transaction is processed, less a fee of 3%. If a credit is subsequently given for a transaction, it will be determined by the same percentage. The currency conversion rate used on the conversion debt may differ from the rate in effect on the date you used your Card. You agree to accept the converted amount in U.S. dollars.

The Card Guarantees. You may cancel your credit privileges at any time by notifying us in writing and destroying the Card(s). Upon the Card expiration at the end of the month shown on it, we reserve the right not to renew the Card. We may cancel the Card and your credit privileges at any time after 30 days action to you, or without notice if permitted by law, if your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. If you inactivate your credit privileges, or if we cancel or do not renew the Card, you may no longer write checks on your Account, and you should destroy any unused checks we have sent issued to you.

(Continued on reverse)

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## VISA CLASSIC<sup>®</sup> PROVIDIAN NATIONAL BANK ACCOUNT AGREEMENT

Your VISA Classic credit account (the "Credit Card Account") allows you to make purchases by using your VISA Classic card (the "Card") whenever it is issued, and to get cash advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have opened a Credit Card Account. "We," "us," "our," and "us" mean Providian National Bank or its assigns. Any use of this Credit Card Account constitutes acceptance of this Agreement. The Credit Card Account may be used only for personal, family, household, or charitable purposes and not for any business or commercial purpose. The card we agree to follow:

1. **Security Interest in Savings Account.** If we require you to open and maintain a Savings Account, you grant us a security interest in the Savings Account to the full extent of the balance in that account (the "Pledged Balance"). The Pledged Balance funds will remain yours as long as your Credit Card Account is in good standing and you comply with this Agreement. The security interest will secure the payment of all your obligations under, and your compliance with, all of the provisions of this Agreement. In case of default, we may, without action, apply all or any portion of your Pledged Balance against any outstanding balance due on your Credit Card Account. You will not be able to withdraw funds from the Pledged Balance unless we no longer require you to maintain a Savings Account or you close your Credit Card Account. Provided your Credit Card Account has been paid in full, you will be able to withdraw all remaining funds from the Pledged Balance twenty-four (24) days after you notify us in writing that you wish to close your Credit Card Account, you destroy your Card, and we have verified to our satisfaction that all funds you have sent to us valid. You will also have to pay any additional charges that are passed on your Credit Card Account after it has been closed.

2. **Payment of Fees.** You promise to pay us when due all amounts borrowed when you or we close your Credit Card Account (even if the amounts charged exceed your credit limit), all other transactions and charges on your Credit Card Account, and all other amounts we loan, including, but not limited to, reasonable attorney's fees and costs. (If we sue you to collect the debt and you win the suit, we will pay your attorney's fees and court costs.)

3. **Payments.** We will accept as a payment any check or money order payable to a U.S. office of the bank the check is drawn on, or the office with payment instructions on your account statement. The payment due will be 3% of the new balance shown on your statement plus the amount of any late fee payment, plus the amount by which the new balance exceeds your credit limit, plus fees for certain optional services. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due.

When we receive your payment check, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check at your request.

If you send us money without specifying whether it is a deposit to your Savings Account or a payment on your Credit Card Account, we will determine, at our discretion, which Account the money will be applied to. We may accept late or partial payments. If payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

4. **Finance Charges.** Finance charges begin to accrue on a date when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advance Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Monthly, any payment amount we receive that exceeds the finance charges and fees then due will first be used to pay the remaining Purchase Balance, and then, after the Purchase Balance has been paid in full, will be used to pay any remaining Cash Advance Balance. However, we may apply your payments differently. Payments are included in your Purchase Balance as of the date made. Fees (except cash advance fees) are included in the Purchase Balance as of the date posted. However, fees will

not be included in the Purchase Balance for the purpose of calculating finance charges for the billing cycle when fees are the only balance on the last day of the billing cycle. Cash advances are included in the Cash Advance Balance as of the date posted. Cash advances from other financial institutions and through Automated Teller Machines are included in your Cash Advance Balance as of the date made. If we send you a cash advance check and you use it, it will be included in your Cash Advance Balance as of the date presented to us. Other debts are included in your Purchase or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase and Cash Advance Balances each day and are then posted on the last day of the billing cycle.

To figure the daily finance charge for purchases and the daily finance charge for cash advances, we start with your previous day's Purchase Balance and Cash Advance Balance, add all debits and subtract all credits for the current day to the applicable balance (as explained in the paragraph above) and multiply the net amount by the applicable daily periodic rate. The daily periodic rate for purchases and cash advances is 0.0657% (corresponding to an ANNUAL PERCENTAGE RATE of 23.99%). The finance charge for purchases is then added to and included in that day's Purchase Balance and the finance charge for cash advances is then added to and included in that day's Cash Advance Balance. We treat a credit balance for any day as zero. We determine the total finance charge for the billing cycle by adding together the finance charge for purchases for each day within the billing cycle and the finance charge for cash advances for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle but it been posted in that cycle. The applicable daily periodic rate for each a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction. There is no period within which credit arrears may be repaid without incurring a finance charge.

To determine the average daily balance shown on your statements for purchases, add each day's Purchase Balance (including daily finance charges) in the billing cycle and divide by the number of days in the billing cycle. To determine the average daily balance shown on your statements for cash advances, add each day's Cash Advance Balance (including daily finance charges) in the billing cycle and divide by the number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain amounts, and then add the two amounts to get the total finance charge on purchases and cash advances for the billing cycle. If a cash advance transaction has (see Fees, section 4) or credit line has been changed, that amount is also a FINANCE CHARGE.

5. Changes. We may change any part of this Agreement or add or remove requirements, terms, or conditions after notice as required by law. If we change section 4, the new finance charge calculation will apply to your whole Credit Card Account balance from the effective date of the change, whether or not the balance includes items posted to your Credit Card Account before the change date and whether or not you continue to use the Credit Card Account.

6. Fees. We will charge your Credit Card Account \$29 for each billing cycle within which your Credit Card Account is delinquent (late fee), each billing cycle within which your balance exceeds your credit line (overdraft fee) and each payment from that is returned to us unpaid (for example, bounced checks).

An annual fee of \$39 will be charged to your Credit Card Account every 12 months. For a second Card issued on your Credit Card Account, an additional \$25 annual fee will be charged for that Card. For each advance, a transaction fee, which is a FINANCE CHARGE, will be charged that is the greater of \$5 or 5% of the cash advance amount. For Cash over at your request through an express service, we may charge \$22. For each Card you ask us to replace, we may charge \$18. For copies of bank statements that were first sent to you more than three months before, we may charge \$3 for each copy.

Your Credit Card Account will be reviewed regularly for unsecured line increases. When we offer you a line increase, we will tell you if there is a fee. The maximum amount of this fee was disclosed to you when you applied, and will be no more than \$99. A line increase fee is a FINANCE CHARGE.

7. Credit Line. Your credit line is specified from time to time in a separate notice. We may increase or decrease your credit line based on your use of your Credit Card Account and based on information we obtain from you or your credit records. Your available credit is normally the difference between your credit line and your Credit

Card Account balance (including transactions made or authorized but not yet posted). If you send us a large payment check, we may limit your available credit while we confirm that the check will clear. For cash advances, available credit may be less. You will not use your Credit Card Account fee, and we may refuse to honor any transaction that would cause you to exceed your available credit.

8. Foreign Exchange/Conversion. If you use your Card for transactions in a currency other than U.S. dollars, the transaction will be converted to U.S. dollars, generally using either a (i) government-standard rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be converted by the same rate. If the credit has a different processing date, then the exchange rate of the credit can be greater than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to your Credit Card Account. You agree to accept the converted amount in U.S. dollars.

9. Merchant Refunds. We will not be liable if any merchant or Automated Teller Machine refuses to honor the Card or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card except as required by law (See Special Rules below).

10. The Card Cancellation. You will return the Card to us at our request. The Card expires at the end of the month shown on it. We have the right not to renew the Card. At any time after at least 30 days notice to you, or without notice if permitted by law, we may cancel the Card and your credit privileges. If your Card is cancelled or our required finance charges and other fees will continue to be assessed, payments will continue as to then, and all other applicable provisions of this Agreement will remain in effect. You may cancel your credit privileges by notifying us in writing, destroying the Card, and paying your credit statement balance by the date indicated on the statement that includes your final purchases, cash advances, charges, and fees. Your credit privileges will be cancelled. You will still be responsible for paying any assessed finance charges and additional charges.

11. Personal Information. You will give us at least 10 days notice if you change your name, home or mailing address, telephone number, business, or job. You will promptly give us information about your financial affairs if we ask for it. We may get credit information from others, including credit reporting agencies, and provide you with advice and information about your Credit Card Account to assist you in managing your credit. We may also share information with our affiliates. However, we may write to you at any time and ask you for information about your financial affairs. If you fail to tell us about changes in your financial situation under this Agreement, a required credit report reflecting on your credit record may be submitted to credit reporting agencies.

12. Customer Service/Unauthorized Use, Loss, or Theft of the Card. Each Card must be signed on receipt. You will safeguard the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, from theft. You will keep your PIN separate from your Card. If you discover or suspect that the Card is lost or stolen, or that there may be an unauthorized transaction on your Credit Card Account, you will notify us promptly by telephoning 1-800-354-0511. You will phone, even though you may notify us in writing, so we can act quickly to limit losses and liability. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report or we suspect unauthorized use of your Credit Card Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. To improve customer service and security, you agree that your calls may be monitored or recorded.

13. Standard of Care. Transactions in your Credit Card Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items that we will examine. We will examine all transactions when you report that your Card has been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that we in good faith will exercise in administering your Credit Card Account. Because of our limited review, and because your Card transactions slip will not be returned to you with the monthly statement, you should be careful to keep a record of them. You should save your cash advances and purchase slips. You agree to check your monthly statements against your record and to notify us promptly of any unauthorized transactions or errors.

14. Delinquency. You will be in default if you are not eligible for the Credit Card Account at the time it was opened, if you fail to pay any amount due to us or to any other creditor if you fail to comply with any part of this Agreement or the standard



**Savings Account Rules** If any information you give us proves to be incomplete or false upon your death, bankruptcy, or insolvency, if a bankruptcy petition is filed by or against you or if we believe in good faith that you may not pay or perform your obligations under this Agreement. On your default, we may without further demand or notice, cancel your credit privileges, declare your Credit Card Account balance immediately due and payable, and involve any assets we may have. In the event of your default, the outstanding balance on your Credit Card Account shall continue to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charge section of this Agreement, even if we have sent you to collect the amount you owe.

**15. Waiver of Certain Rights.** We may delay or waive enforcement of any provision of this Agreement without being in default to enforce it or any other provision here. You waive the right to prepayment, demand, payment, or notice of default; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we sue you.

**16. Applicable Law; Severability.** No matter where you live, this Agreement and your Credit Card Account are governed by federal law and by New Hampshire law. This Agreement is a final disposition of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provision of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if prompted by law, cancel the Card and your credit privileges and declare your Credit Card Account balance immediately due and payable. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified or conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable, but we will have the right to cancel your Credit Card Account and declare your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right to all or some of your payments. If such law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

**17. Notices.** Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notices to us shall be mailed to our address for notices for correspondence (or other address we may specify) and we will respond to you as soon as possible.

**Your Billing Rights—Keep This Notice for Your Records** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about an error on your bill, write us, on a separate sheet, at our address for billing disputes listed on your bill. Write to us as soon as possible. We start how long you have that 60 days after we receive your first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following:

- Your name and Credit Card Account number
- The dollar amount of the disputed error
- A description of the error and an explanation, if possible, of why you believe there is an error. If you need more information, describe the issue you are not sure about.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or require you to delinquency. We can continue to bill you for the amount you question, including finance charges. We can apply any unpaid amounts against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the part of your bill that we are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the amount you owe on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may require you to delinquency. However, if our explanation does not satisfy you and you write us or within 10 days telling us that you still refuse to pay, we must tell anyone we expect you to that you question your bill. And we must tell you the name of anyone we reported you to. We must not require you to pay the amount we have reported you to when it finally is. If we don't follow these rules, we can't collect the first 100 of the questioned amount, even if your bill was correct.

#### Special Rule for Credit Card Purchases

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

#### SAVINGS ACCOUNT RULES

The following apply if you have a Savings Account with Provident National Bank. These Savings Account Rules govern the pledged Savings Account (the "Savings Account") opened by you with Provident National Bank in connection with your Credit Card Account. In these Savings Account Rules, "you" and "your" mean each person for whom we have opened a Savings Account. "We," "us," "bank," and "us" mean Provident National Bank or its successor.

**1. Interest and Balance Computation Method.** Your deposit begins earning interest the business day after the date received. The initial interest rate and annual percentage yield we pay on this Savings Account are shown on a separate disclosure. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate at which we pay on your Savings Account. This method applies a periodic rate to the average daily balance for the period. The average daily balance is calculated by adding the principal in the Savings Account on each day of the period and dividing that figure by the number of days in the period. The interest rate and annual percentage yield depend on the balance of the Savings Account on the last day of each statement period. Interest earned will be compounded monthly. Interest is credited to your Savings Account at the end of each monthly statement period and when your Savings Account is closed.

**2. Depositing Money.** We may require a minimum balance for you to open the Savings Account. If an, the minimum opening deposit amount will be shown on a separate disclosure. To make a deposit, you may send money online or check drawn on U.S. financial institutions in U.S. dollars to P.O. Box 500, Tulsa, New Hampshire 03178-0500. Such a deposit will begin earning interest the business day after the date received. If you send us money without specifying whether it is a deposit to your Savings Account or a payment on your Credit Card Account, we will determine, at our discretion, to which Account(s) the money will be applied. We may not accept for deposit any item that is made out to a third party named of us or to us. We reserve the right to refuse deposits for any reason. We may endorse and deposit items for you that we receive for deposit. When we receive your check for deposit, we may, at our discretion, keep the check and present it electronically to the financial institution on which the check is drawn. If we do so, we will provide you with a copy of the check or your request. We reserve the right to book the total balance in your Savings Account to \$5,000. If we receive a deposit that causes your balance to exceed \$5,000, we may, at our option, return the funds to you.

**3. Pledged Balance Restricted Withdrawal.** At the time you open the Savings Account, you grant us a security interest in all of the opening balance in the Savings Account and any subsequent deposits we accept. You may not withdraw any funds from this Savings Account except as described in these Savings Account Rules. This Savings Account balance has been pledged by you to secure your obligations on your Credit Card Account, as set forth in the Credit Card Account

Agreement. In case of default, we may, without notice, apply your pledged Savings Account balance against your Credit Card Account balance. You may withdraw the Pledged Balance from the Savings Account 25 days after having notified us that you wish to close your Credit Card Account; you have deposited your Card; all amounts due have been paid in full, and we have verified to our satisfaction that all funds you have sent us are valid. In addition, under federal regulations, we may reserve the right to require seven days notice before you withdraw any money from the Savings Account.

4. **Statements.** We will send you a monthly statement showing the interest earned during the period up to the statement date, the annual percentage yield earned, and all transactions related to the Savings Account.

5. **Interest.** You will receive interest within 30 days after you receive a statement if any accumulation shows on it is interest.

6. **Fees.** The following fees may be assessed against your Savings Account for payment of outstanding Credit Card Account balance: a \$15 processing fee if we must apply any funds from your Savings Account to pay any portion of the outstanding balance on your Credit Card Account; for deposited items returned unpaid \$20 each time an item is returned unpaid for same credit of statement; \$3 order for legal process; \$25 if we must comply with a legal order related to the Savings Account; and for Savings Account maintenance \$15 per hour.

7. **Federal Deposit Insurance.** Funds on deposit in the Savings Account are insured by the Federal Deposit Insurance Corporation (FDIC). For individual accounts, the total of all deposits you have with us is insured up to \$100,000.

8. **Disclosure of Account Information.** As our disclosure, we may disclose information about the Savings Account to our affiliates. On the request of another financial institution, we may release our information with your Savings Account to the extent required by law, we will report earnings on the Savings Account to the appropriate tax authorities. We may give information about the Savings Account to others as authorized in writing by you. We may also be required, by regulatory or other legal process, to provide information about your Savings Account or to hold or deliver funds in the Savings Account.

9. **Limit of Liability.** You will indemnify and hold us harmless from any loss caused by our acting in accordance with these Savings Account Rules in reliance on any representation or authorization you give us. We are not liable for the accuracy of any information you give us. Our responsibility is limited to the receipt of ordinary cash.

10. **No Warranties.** We make no warranties or representations with respect to processing under these Savings Account Rules or the accuracy of any report or other form furnished under these Savings Account Rules. We will not be liable for our failure to act if the failure is due to your action or inaction, failure of our equipment, act of God, government regulations, labor disputes, mechanical or electrical breakdowns, weather conditions, or other events beyond our control.

11. **Applicable Law; Change of Terms.** This Savings Account is subject to New Hampshire law, applicable federal law and regulations, and our procedures for accounts of this type. We may change these Savings Account Rules but will give you any prior notice required by law or the address you have given us.

12. **Closing Account.** We may close the Savings Account at any time by written notice. Then we will send you the balance 25 days after the activation or cancellation of your Card, after paying off any unpaid balance on the Credit Card Account. You may close the Savings Account only pursuant to section 3 above.

13. **Assignment.** Because you have pledged this Savings Account to us as security for your obligations on your Credit Card Account, you may not pledge or assign this Savings Account to any third party. If you attempt to do so, we will close both your Savings Account and your Credit Card Account.

#### Electronic Fund Transfers Disclosure Statement

You may arrange for an organization (for example, a government agency or financial institution) to make electronic deposits to your Savings Account. Electronic deposits that are credited to your Savings Account will be described in your monthly statement. You may also call 1-800-356-0011 to find out whether or not an electronic deposit has been made.

In Case of Errors or Questions About Electronic Transfers. You should telephone us at 1-800-356-0011, or write to us at P.O. Box 800, Tilton, New

Hampshire 03276-0800, as soon as possible if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You should:

(1) tell us your name and Savings Account number;

(2) describe the error or the transfer in question and explain clearly why it may be an error or why you need more information;

(3) tell us the dollar amount of the suspected error.

If you call us daily, we may require you to send the complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after hearing from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will credit your Savings Account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put the complaint or question in writing and we do not resolve it within 10 business days, we may not reconcile your Savings Account.

If we decide that there was an error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your Savings Account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable

if we decide that there was an error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

There may be other exceptions not specifically mentioned here (for example, if a payment is not made due to the limitations of a payor or financial institution).

**Business Days.** Our business days are Monday through Friday, excluding bank holidays.

**Disclosure of Account Information to Third Parties.** We will disclose information under the circumstances described in your Savings Account Rules, section 8.

**Unauthorized Transfers.** You must tell us as soon as someone has transferred or may transfer money from your Savings Account without your permission. Telephoning us is the best way to keep possible losses down. Call 1-800-356-0011 or write to P.O. Box 800, Tilton, New Hampshire 03276-0800.

If your statement shows electronic transfers that you did not make, tell us as soon as you can. If you do not call us within 60 days after the statement was mailed to you, you may not get back any money you lose after the 60 days if we can prove we could have stopped someone from making the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

For Customer Service for your Credit Card Account or Savings Account, to report lost or stolen Credit Cards, or for other questions, please call us toll-free 1-800-356-0011

Provident National Bank MEMBER FDIC



# VERIFICATION

I, JEFFREY GUSTIN, 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 CHRISTIE SMITH owes the balance of \$2,113.08 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

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

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

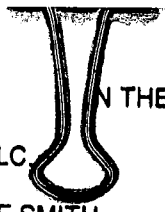
By: 

*Authorized Representative*

Dated: 6/20/08

---

# **EXHIBIT B**



CACH, LLC  
vs  
CHRISTIE SMITH

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/20/2008 HEARING: PAGE: 104961

DEFENDANT: CHRISTIE SMITH  
ADDRESS: 2196 EGYPT RD.  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

12/2/08 N/H  
12/3/08 JN

12/4/08 N/H

**SHERIFF'S RETURN**

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

COMPLAINT ON CHRISTIE SMITH, DEFENDANT

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

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

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

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

COMPLAINT FOR CHRISTIE SMITH

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

NOW 12/16/08 AT 3:20 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTIE SMITH

REASON UNABLE TO LOCATE NOT HOME

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: George F. DeHaven  
Deputy Signature

George F. DeHaven  
Print Deputy Name

# **EXHIBIT C**

STATION MASTER

Date: **July 20, 2009**

**WOODLAND, PA 16881**

City, State, Zip Code

**REQUEST FOR CHANGE OF ADDRESS OR BOX HOLDER INFORMATION**

Please furnish this agency with the new address, if available, for the following individual or verify whether or not the address given below is one at which mail for this individual is currently being delivered. If the following address is a post office box, please furnish the street address as recorded on the box holder's application form.

NAME: **CHRISTIE SMITH**

ADDRESS: **2196 EGYPT RD; WOODLAND, PA 16881**

The following information is provided in accordance with 39 CFR 25.6 (D)(6)(II). There is no fee for providing box holder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.5(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

**ATTORNEY**

1. Capacity of requester (e.g. process server, attorney, party requesting): \_\_\_\_\_
2. Statute or regulation that empowers me to serve process  
(not required when requester is an attorney or party acting pro se): \_\_\_\_\_
3. The names of all known parties to the litigation: **CACH, LLC. VS. SMITH**
4. The court in which the case has been or will be heard: **CLEARFIELD COUNTY COURT**
5. The docket or other identifying number if one has been issued: **2008-02240-CD**
6. The capacity in which the individual is to be served (e.g. defendant or witness): **DEFENDANT**

**WARNING**

THE SUBMISSION OF FALSE INFORMATION EITHER (1) TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001)

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Signature

**HARRISON ROSS BYCK, ESQ.**

Printed Name

**229 PLAZA BLVD - SUITE 112**

Address

**MORRISVILLE, PA 19067**

City, State, Zip Code

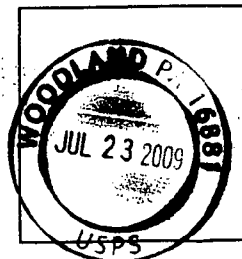
**\*POST OFFICE USE ONLY\***

Postmark Stamp:

- ☒ MAIL IS DELIVERED TO ADDRESS GIVEN  
☐ NOT KNOWN AT ADDRESS GIVEN  
☐ MOVED, LEFT NO FORWARDING ADDRESS  
☐ NO SUCH ADDRESS  
☐ OTHER (SPECIFY): \_\_\_\_\_

NEW ADDRESS: \_\_\_\_\_

BOXHOLDER'S STREET ADDRESS: \_\_\_\_\_



# EXHIBIT D



# NET DETECTIVE

THE #1 INTERNET DETECTIVE

GET THE SCOOP ON ANYONE

Logout

Law Enforcement Version

- PEOPLE SEARCH
- NEIGHBOR SEARCH
- SEARCH BY PHONE #
- BUSINESS SEARCH
- S.S. VALIDATION
- UNCLAIMED MONEY
- HOW-TO ARTICLES
- GET YOUR FBI FILE
- IDENTITY THEFT KIT

## BONUS FEATURES

### Public Information

Unclaimed Money  
S.S. Death Index

### Net Detective Articles

How to obtain your  
FBI files  
Worst speed traps in  
the U.S.

How to find unlisted  
phone numbers  
All Articles

### More Information

International Search  
Military Search  
DMV Search  
Public Records  
Criminal Records  
Property Records  
General Records  
Credit Report

## FREE TRIALS AND OFFERS

## NEW FEATURES

### NEW People Search

New records added with  
access to 3.1 billion records  
and counting, compiled from  
hundreds of sources!

### ATTN: SAVE TIME!

Upgrading to Net  
Detective Plus provides  
access to the powerful,  
two-click **Background  
Wizard** that will compile  
a detailed report from all  
our advanced databases.  
**UPGRADE NOW>**

## People Search by Name

For a more advanced People Search including Avg. Income & occupation, Avg. Home Price, Marital Sta  
more! Upgrade to Net Detective Plus! [GO>](#)

PEOPLE SEARCH | NEIGHBOR SEARCH | SEARCH BY PHONE # | BUSINESS SEARCH | S.S. VALIDATION

Search By: **Name** Information may include Name, Age, Birth Date, Address & Phone #

First Name  MI  Last Name  State

This image  next to a phone number denotes it is wireless.

**NEW** denotes NEW records added this month.

**[RED]** denotes required search fields.

## Name Search Results

Subject: SMITH, CHRISTIE L

State: PA

Total Matches: 7  
(Returned 1 - 7)  
(0.743 seconds)

#	Name	D.O.B.	Address	City, State	ZIP	Pho
1	SMITH, CHRISTIE L	N/A	148 STRAUSSER RD	HAMBURG, PA	19526	(610) !
2	SMITH, CHRISTIE L	N/A	2196 EGYPT RD	WOODLAND, PA	16881	(814) !
3	SMITH, CHRISTIE L	N/A	209 N TIONESTA AVE	KANE, PA	16735	(814) !
4	SMITH, CHRISTIE L	1968-01-01	2196 EGYPT RD	WOODLAND, PA	16881	(814) !
5	SMITH, CHRISTIE	N/A	540 CLERMONT DRIVE	HARRIBURG, PA	17112	!
6	SMITH, CHRISTIE	1983-00-00	540 CLERMONT DR	HARRISBURG, PA	17112-2217	!
7	SMITH, CHRISTIE	N/A	203 S MAIN ST	NAZARETH, PA	18064-2709	(610) !

## DETECTIVE TIPS & UPDATES

- ☒ For a statewide search, omit the city name or zip code.
- ☒ For a more narrow search, enter the full first name and last name.
- ☒ To broaden your search, enter just the person's initial, or no initial, & last name.

People Search: [By Name](#) | Neighbor Search: [By Address](#) | [Search By Phone #](#) | [Business Search](#)  
[Unclaimed Money](#) | [S.S. Death Index](#)  
[Net Detective Plus + :: Law Enforcement Version](#)

HD PUBLISHING GROUP, INC.  
1392 S. Woodland Blvd.  
DeLand, FL 32720

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[Terms & Conditions](#)

*Disclaimer: We do not make any representations that the information we make available is accurate. searches and gathers compilations of public records that may not be accurate or complete. In additio*

*be conducted with a number of variables and therefore we do not control the accuracy of the search data provided. Any data derived from our Service should be independently verified at the originating prior to relying on same and should not to be used for any purpose described under the Fair Credit & searches are subject to our Terms of Use and applicable law.*



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

---

CACH, LLC.  
4340 S. MONACO STREET – 2<sup>ND</sup> FLOOR  
DENVER, CO 80237

: IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNA

VS.

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

: NO.: 2008-02240-CD  
: CIVIL ACTION

---

### **CERTIFICATE OF SERVICE**

AND NOW, the undersigned hereby Certifies that a true and correct copy of the foregoing Petition has been served via first-class, prepaid mail upon the following:

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

BY:   
HARRISON ROSS BYCK, ESQ.

COUNTY OF CLEARFIELD:

SS.

COMMONWEALTH OF PENNSYLVANIA:

**AFFIDAVIT**

I, HARRISON ROSS BYCK, ESQ., of age, having been duly sworn, do hereby depose and state as follows:

1. I performed a good faith investigation to determine the whereabouts of the Defendant(s).
1. All of my efforts, and the reason why service could not be made, are contained in the attached Petition for Alternative Service.
2. All of the facts set forth therein are true and correct to best of my knowledge, information, and belief.

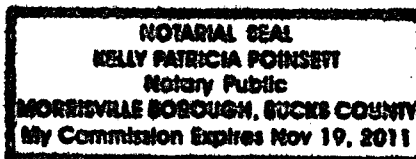
  
HARRISON ROSS BYCK, ESQ.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 4th DAY

OF February, 2010.

  
Notary



**FILED**

**FEB 08 2010**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

*Handwritten signature and date:*  
2/8/2010

**NOTARIAL SEAL**  
**WILLIAM A. SHAW**  
**Prothonotary/Clerk of Courts**  
**My Commission Expires Nov 10, 2011**

CA

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

: IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNA

vs.

: NO.: 2008-02240-CD

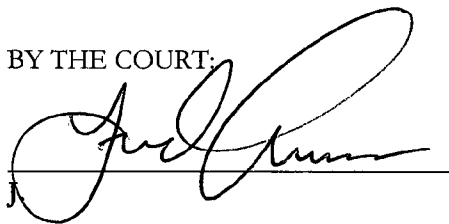
CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

: CIVIL ACTION

## ORDER

AND NOW, on this 12 day of Feb., 2010, it is hereby Ordered that the Plaintiff's Petition for Substitute Service of Process, pursuant to Pa.R.C.P. 430(a), is Granted, permitting service of the Complaint upon Defendant(s), **CHRISTIE SMITH** by posting a copy on the door of the premises at **2196 EGYPT RD; WOODLAND, PA 16881**, and also by mailing copies to the Defendant(s) by certified mail, return receipt requested and by first class mail, postage pre-paid with Proof of Mailing, at the same said address.

BY THE COURT:



FILED  
FEB 12 2010

William A. Shaw  
Prothonotary/Clerk of Courts

3cc  
Atty  
Byck  
Ck

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

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

**CACH, LLC.**

4340 SOUTH MONACO STREET  
2ND FLOOR  
DENVER, CO 80237

Plaintiff(s),

vs.

**CHRISTIE SMITH**

2196 EGYPT RD  
WOODLAND, PA 16881

Defendant(s).

Docket No.: 2008-02240-CD

**PRAECIPE TO REINSTATE  
OR REISSUE**

TO THE CLERK OF COURTS:

- ☒ REINSTATE the Complaint in the above captioned matter.
- ☐ REISSUE the Writ of \_\_\_\_\_ in the above captioned matter.
- ☐ OTHER:

**FILED**

APR 07 2010

William A. Shaw  
Prothonotary/Clerk of Courts

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

Date: March 24, 2010

60

4-770

0

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2240-CD

CACH, LLC  
vs  
CHRISTIE SMITH

SERVICE # 1 OF 1

ORDER, PRAECIPE & COMPLAINT

SERVE BY: 05/07/2010 HEARING: PAGE: 106941

DEFENDANT: CHRISTIE SMITH  
ADDRESS: 2196 EGYPT RD.  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 8th of April 2010 AT 10:00 AM / PM SERVED THE WITHIN

ORDER, PRAECIPE & COMPLAINT ON CHRISTIE SMITH, DEFENDANT

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

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

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

NOW, This 8th April 2010 AT 10:00 AM / PM POSTED THE WITHIN

ORDER, PRAECIPE & COMPLAINT FOR CHRISTIE SMITH

AT (ADDRESS) 2196 Egypt Rd Woodland

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

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTIE SMITH

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

SWORN TO BEFORE ME THIS

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

So Answered: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven  
Deputy Signature

George F. DeHaven  
Print Deputy Name



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

**FILED**

JUL 26 2010

William A. Shaw  
Prothonotary/Clerk of Courts  
Sent w/ notice

<b>CACH, LLC.</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff(s),	)	
	)	NO: 2008-02240-CD
vs.	)	
	)	
<b>CHRISTIE SMITH</b>	)	
	)	PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
	)	

**TO THE PROTHONOTARY:**

Please enter a Default Judgment in favor of plaintiff, **CACH, LLC.**, and against the defendant(s), **CHRISTIE SMITH**, for failure to answer or otherwise respond to the Complaint in Civil Action.

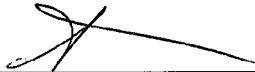
The Complaint was served upon the defendant(s) on **April 08, 2010**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **CHRISTIE SMITH** by regular United States mail, postage paid, on **May 5, 2010**, is attached hereto as Exhibit "B".

Assess damages in the amount of **\$ 3649.80** as follows: [a] **\$ 2113.08** principal being sought in the Complaint; [b] and **\$1041.72** 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: **July 09, 2010**

By:



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

4-770

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2240-CD

CACH, LLC  
vs  
CHRISTIE SMITH

SERVICE # 1 OF 1

## ORDER, PRAECIPE &amp; COMPLAINT

SERVE BY: 05/07/2010 HEARING: PAGE: 106941

DEFENDANT: CHRISTIE SMITH  
ADDRESS: 2196 EGYPT RD.  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH ROBERTA

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 8th April 2010 AT 10:00 AM PM SERVED THE WITHIN

ORDER, PRAECIPE & COMPLAINT ON CHRISTIE SMITH, DEFENDANT

BY HANDING TO

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

ADDRESS SERVED

NOW, This 8th April 2010 AT 10:00 AM PM POSTED THE WITHIN

ORDER, PRAECIPE & COMPLAINT FOR CHRISTIE SMITH

AT (ADDRESS) 2196 Egypt Rd Woodland

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

I MAKE RETURN OF NOT FOUND AS TO CHRISTIE SMITH

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

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

So Answered CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven  
Deputy Signature

George F. DeHaven  
Print Deputy Name

CA

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

: IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNA

vs.

: NO.: 2008-02240-CD

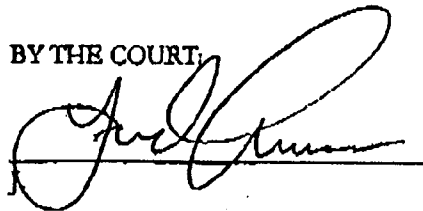
CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

: CIVIL ACTION

## ORDER

AND NOW, on this 12 day of Feb., 2010, it is hereby Ordered that the Plaintiff's Petition for Substitute Service of Process, pursuant to Pa R.C.P. 430(a), is Granted, permitting service of the Complaint upon Defendant(s), CHRISTIE SMITH by posting a copy on the door of the premises at 2196 EGYPT RD; WOODLAND, PA 16881, and also by mailing copies to the Defendant(s) by certified mail, return receipt requested and by first class mail, postage pre-paid with Proof of Mailing, at the same said address.

BY THE COURT:



FILED 3cc  
01:07 PM  
FEB 12 2010 Amy  
Byck  
William A. Shaw  
Prothonotary/Clerk of Courts (62)

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**

---

CACH, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	
vs.	)	No.: 2008-02240-CD
	)	
CHRISTIE SMITH	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
	)	

---

**TO:**

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

**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: May 5, 2010

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

---

<b>CACH, LLC.</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 2008-02240-CD
vs.	)	
	)	
<b>CHRISTIE SMITH</b>	)	
	)	
Defendant(s).	)	

---

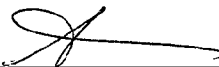
CERTIFICATION OF NON-MILITARY SERVICE

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 **CHRISTIE SMITH**.
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 of 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: July 09, 2010

By



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

## Department of Defense Manpower Data Center

Jul-08-2010 16:39:54



Military Status Report  
Pursuant to the Service Members Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
SMITH	CHRISTIE	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

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 Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

*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 DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as 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 status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional 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 **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

*More information on "Active Duty Status"*

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

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CACH, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 2008-02240-CD
vs.	)	
	)	
CHRISTIE SMITH	)	
	)	
Defendant(s).	)	

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To: CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

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:



2-26-10

~~Clerk~~

X

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—  
—  
—  
—  
—  
—

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

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106941  
NO: 08-2240-CD  
SERVICES 1  
ORDER, PRAECIPE & COMPLAINT

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: CHRISTIE SMITH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	26304	10.00
SHERIFF HAWKINS	HARRISON	26304	14.00

FILED

01/10:54cm  
JAN 13 2011

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

LAW FIRM OF ALLAN C. SMITH, P.C.  
EUCKS COUNTY OFFICE CENTER  
1275 VETERANS HIGHWAY, SUITE E-1  
BRISTOL, PA 19007

Attorney for Plaintiff

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

Plaintiff,

vs.

CHRISTIE SMITH  
2196 EGYPT RD  
WOODLAND, PA 16881

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No.: 2008-02240-CD

FILED  
MAY 10 2011  
NOV 28 2011

300  
Atty


William A. Shaw  
Prothonotary/Clerk of Courts

Smith  
6K

### ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

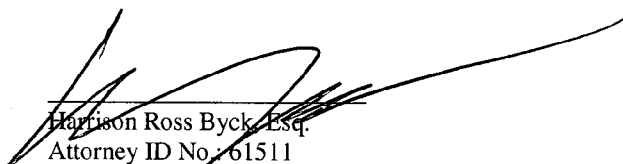
Kindly enter my appearance of behalf of CACH, LLC., the plaintiff in this action.

  
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: November 16, 2011