

08-2240-CD
CACH vs Christine Smith

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY,
PENNSYLVANIA

CACH, LLC.

VS.

NO: 08-2240-CD

CHRISTIE SMITH

NOTICE TO DEFEND

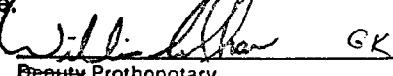
You have been sued in Court. If you wish to defendant against the claims set forth in the following pages, you must take action within (20) days after the Complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court, your defenses 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 REFERAL SERVICE
(800) 692-7375

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William A. 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

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)	
)	
)	

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.

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AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes. Usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con abogado y entregar o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corte tomara medidas y puede continuar la demanda en contra suya sin previo Aviso o notificación. Además la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

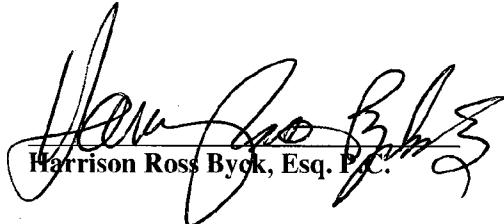
**SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERAL SERVICE
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **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 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

69013

4465692500471374 0032100 0194442 0014100 25

DETACH HERE

C COLR9001 6092 0184 B46 7 051125 Page 1 of 1 N 800 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	6465-0925-0041-1374	Previous Balance	\$ 1,887.37
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	+ \$18.05
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	Post			
Date	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.provider.com.

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

***These rates may vary.**

PAYMENT DUE DATE	MINIMUM PAYMENT	BALANCE AS OF 10/25/2005	ACCOUNT NUMBER
11/21/05	\$262.00	\$1,857.37	4465-6925-0047-1374

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

4465692500471374 0026200 0185737 0014100 25

DETACH HERE

C COLR9001 6992 0181 846 7 051025 Page 1 of 1 N 000 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
Statement Date	10/25/05
Previous Statement of \$2,362.00	due by 11/25/05
Credit Line	\$1,360.00
Available Credit Line as of 10/25/05	\$0.00
Available Credit for Cash Advances as of 10/25/05	\$0.00
Customer Account Status Code	

Previous Balance	\$1,775.50
Credits & Payments	\$0.00
Purchases & Other Charges	\$36.00
Cash Advances	+ \$0.00
FINANCE CHARGE	\$16.67
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

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:	29.99%				

For 24-hour Automated Account Information, please call 1-800-256-2011 or visit our website at www.1-800-256-2011.com.

For 24-hour Authorized Account Information, please call 1-800-356-0011 or visit us
Your account is issued by Washington Mutual Bank, Henderson, NV.

EXHIBIT B

CERTIFICATE OF PURCHASE

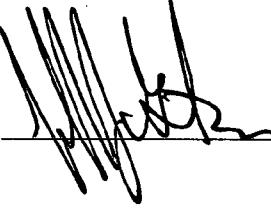
I, JEFFREY GUSTIN, hereby depose and state that:

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:

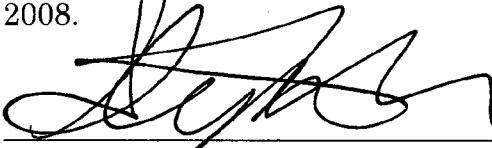
Customer Name:	CHRISTIE SMITH
Original Creditor:	PROVIDIAN BANK
Account Number:	4465692500471374

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

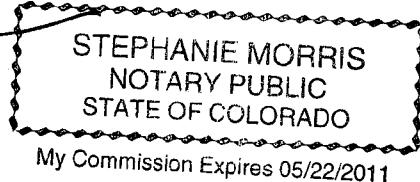


EXHIBIT C



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") whenever 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 purposes. 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 we 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 debt 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 charge and fees due will first be applied 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 reduced 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 transferred; cash advance checks 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 convertible 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 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. 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 that net amount by the applicable daily periodic rate (see following paragraphs). 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 to 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 also 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 0.0548%, 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 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 specific daily periodic rate to obtain subtotals. You should add the two subtotals together to determine the total amount of finance charges on your purchases for the billing cycle. If a cash advance transaction fee, credit line increase fee, or charges for overpaying are charged (see Fees section), those amounts are also FINANCE CHARGES.

Fees. 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 also 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 Express Delivery service, which is a FINANCIAL CHARGE, will be charged to your Account. In some cases, express delivery may not be available. We may charge your Account for a cash advance, cash advance fee, 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 finance charge you incur with your Account if it 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 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 \$3), which is a FINANCIAL 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 FINANCIAL 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 such request. This fee is a FINANCIAL 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 provide us proves to be incomplete or untrue; if you do not comply with any part of this Agreement; open your debt, 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 obtain 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.

Promise 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 include items posted 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 a (1) government-mandated rate or (2) 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 canceled 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.

(Continued on reverse)

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 1-800-211-6815. 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, we will promptly destroy all checks that may be in your possession. To improve customer service and security, you agree that your card 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 choose 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 of 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 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 on 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 otherwise 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 canceled 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 should also check your monthly statements against your record and to notify us immediately of any unauthorized transactions or errors.

Waiver of Certain Rights. We may waive 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; Governing; 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 may render any material provision of this Agreement invalid or unenforceable, or imposes any increased fee, 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.

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 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 Discrepancies 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, as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so may not preserve 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 how 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 will acknowledge 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 bill is correct. If we do not correct the error or explain why we believe the bill is correct, we cannot by law collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including interest and fees, on any unpaid amount 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 balance you do not 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 they will 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 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 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 can't contact the merchant, or if we mailed you the advertisement for the property or services.

REWARDS PROGRAM — The following Terms and Conditions, along with the Rewards 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 Providian 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 rebates, and excluding balance transfers, cash advances, travelers 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 in not past due or above the credit line. When your Account is current and in 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 you 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 deducted 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 commit any fraud or abuse your 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 accrued 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 BRI provide administrative services for redemption of the Rewards. Maritz Inc. and BRI are independent contractors and are not affiliated with us. Neither we, Maritz Inc., nor BRI 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.

ON 336 3 11PM 2001.28.2003 PROVIDIAN FINANCIAL

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," and "our" 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. 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 attorney's fees and court 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 by check. Checks must be payable at a U.S. office of the bank the check is drawn on, and the payment due as shown on your statement by the payment due date. If there are payment intervals on your monthly statement, 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. 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 payment as of the date received, and by credit 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 advance 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 0.0657% (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, 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 average daily balance 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 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 amounts 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 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 3% 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 reports. 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 Conversions. 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-standardized 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 (2%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less 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 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 incurred, 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 purchase, cash advances, charges, and fees. Your credit privileges will be canceled. 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, house 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, you may write to us at any time to request us not to 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 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 Accounts 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 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 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 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 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 risk, 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 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** **NOT AUTHORIZED PROVIDIAN PERSONNEL ONLY**. 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, in 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 send 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 amount 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 due 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 may tell anyone we report you to that you question your bill. And we must tell you the name of anyone we report 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 service.

SAVINGS ACCOUNT RULES

The following applies if you have a Savings Account with Providian National Bank. These Savings Account Rules govern the pledged Savings Account (the "Savings Account") opened by you with Providian 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 Providian National Bank or its assigns.

1. Interest and Balance Computation Method. Your deposit begins bearing 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 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 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, Tilton, New Hampshire 03276-0800. Such a deposit will begin bearing 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 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 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 balances: 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 extra 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 reconnection: \$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 relate 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 see if the failure is due to your action or inaction, failure of our equipment, acts 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 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 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 tell 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 credit 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 be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for:

• ~~Consequential damages~~ if, out of our, you do not have enough money in the Savings Account to cover the transfer.

• ~~Consequential damages~~ if something 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 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 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

Providian National Bank MEMBER FDIC

 **PROVIDIAN**
Financial

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:

ATTEMPTS

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

VACANT

SHERIFF'S RETURN

S FILED
0134374
DEC 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

OCCUPIED

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
George F. Dehaven
Print Deputy Name

Deputy Signature

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY,
PENNSYLVANIA

CACH, LLC.

VS.

NO: 08-2240-CD

CHRISTIE SMITH

NOTICE TO DEFEND

You have been sued in Court. If you wish to defendant 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 REFERAL 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. Hess
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

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)	
)	
)	

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 REFERAL SERVICE
(800) 692-7375

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes. Usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con abogado y entregar o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corte tomara medidas y puede continuar la demanda en contra suya sin previo Aviso o notificación. Además la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

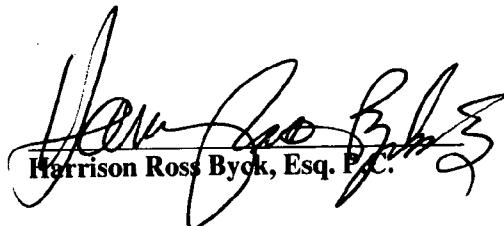
**SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERAL SERVICE
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **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
AMOUNT ENCLOSED (use blue or black ink)			
\$ <input type="text"/>			
Address: _____	Apt: _____		
City: _____	State: _____	Zip: _____	N 000
Home Phone: _____	Work Phone: _____	Make Checks Payable to Washington Mutual	
E-Mail: _____			

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

CHRISTIE SMITH
2196 EGYPT RD
WOODLAND PA 16881-8814
XXXXXXXXXXXXXXXXXXXX

69012

4465692500471374 0032100 0194442 0014100 25

DETACH HERE

2-1 C COLR9081 692 \$184 B48 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	4465692500471374	Previous Balance	\$1,604.49
Statement Date	11/25/05	Credits & Payments	\$0.00
Minimum Payment Due by 12/22/05	due by 12/22/05	Repayments & Other Charges	\$1,944.42
Credit Line	\$1,360.00	Cash Advances	\$0.00
Available Credit for Cash Advances as of 11/25/05	\$0.00	FINANCIAL CHARGES	\$46.38
		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%*	\$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

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

33976
NMN0002

PAYMENT DUE DATE	MINIMUM PAYMENT	BALANCE AS OF 10/25/2005	ACCOUNT NUMBER
11/21/05	\$262.00	\$1,857.37	4465-8925-0047-1374
AMOUNT ENCLOSED (use blue or black ink)			
Address: _____ Apt: _____		\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	
City: _____ State: _____ Zip: _____		N 000	
Home Phone: _____ Work Phone: _____		Make Checks Payable to Washington Mutual	
E-Mail: _____			

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

CHRISTIE SMITH 73763
2196 EGYPT RD
WOODLAND PA 16881-8814

4465692500471374 0026200 0185737 0014100 25

DETACH HERE

1 6 00100001 6897 8181 048 7 051025 Page 1 of 1 N 666 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	4185 6105 0047-1375	Previous Balance	\$1,775.59
Statement Date	10/25/05	Credits & Payments	\$0.00
Credit Line	\$1,360.00	Debits	\$0.00
Available Credit for Cash Advances as of 10/25/05	\$0.00	Cash Advances	\$0.00
		BALANCE TRANSFER	\$0.00
		NEW BALANCE	\$1,857.37

Transactions

Trans 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

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:	28.50%				*These rates may vary.

For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at www.providian.com

COL-LH-RL 33972 (11/07)

EXHIBIT B

CERTIFICATE OF PURCHASE

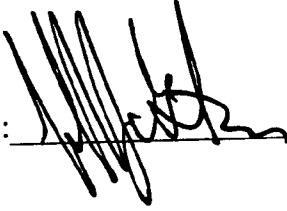
I, JEFFREY GUSTIN, hereby depose and state that:

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

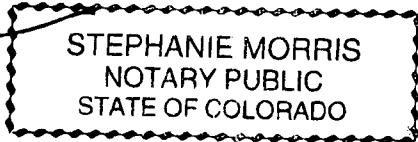


EXHIBIT C



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") whenever it is honored and to get cash advances from an Account (the "Account"). The Account allows you to make purchases by using your VISA or MasterCard credit card (the "Card") whenever it is honored and to get cash advances from an Account (the "Account"). 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, its lessees, its trustees, or its successors. 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 bank 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, but 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 \$7.5, 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 full or partial payments, or payments marked "paid in full" or marked with other notations, without losing our right to collect all amounts owing under this Agreement.

Finance Charge. Finance charges begin to accrue on a date when it is incurred 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 charge and fees 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 reduced by payments as of the date received, and by credits as of the date posted. **Payments** are deducted in your Purchase Balance as of the date made. **Fees** are deducted in your Purchase Balance as of the transaction date. **Cash advances** are deducted in your Cash Advance Balance as follows: cash advances from other financial institutions and through Automated Teller Machines as of the date made; funds advanced by bank or credit union as of the date received; and by credits as of the date posted. **Convenience checks** made payable to you that are identified as cashier's checks, which we may mail to you at your request, as of the date drawn on the check; all other checks, including any convenience checks, as of the date presented to us. **Cash advance transaction fees** are deducted in the Cash Advance Balance as of the transaction date. **Over drafts** are deducted in your Purchase or Cash Advance Balance as of the date posted. **Finance charges** are added to your Purchase and Advance Balance as of the transaction date. **Over drafts** are deducted in your Purchase or Cash Advance Balance as of the date posted. **Finance charges** are added to your Purchase and Advance Balance as of the last day of the billing cycle. Then is applied within which would otherwise 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 fees due 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 (as defined and explained in the paragraph above). The finance charge for purchases is then added in and included in the day's Purchase Balance, and the finance charge for cash advances is then added in and included in the day's Cash Advance 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 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 11.00%, corresponding to a daily periodic rate of 0.00454%, and your APR for purchases will not go below 10.00%.

The **ANNUAL PERCENTAGE RATE** for cash advances will vary and may be adjusted each billing cycle up to 12.39% above Prime Rate. Using this formula, the APR for cash advances in the April 2000 billing cycle is 12.39%, corresponding to a daily periodic rate of 0.00521%, and your APR for cash advances will not go below 21.39%.

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 averages only (multiplied by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals). You can then add these subtotals together to determine the total amount of finance charges on your balance for the billing cycle. If a cash advance is taken, the credit line increases for the amount of the cash advance he is charged (see Fees section), those amounts are also FINANCE CHARGES.

Fees. A membership fee of \$7.00 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 is charged to your Account when the additional Card is issued and every 12 months thereafter for as long as each additional Card is outstanding. If you request and we issue an Express Card on your Account, a fee of \$15, 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 \$15 for each cash advance transaction; each cash advance payment, each check you write on your Account that we return unpaid; stop payment order or return of such an order; each check you write on your Account in duplicate (i.e. stamping, 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, which were first sent to you more than two months earlier, or may charge a handling fee of \$2 for each such copy; A cash advance fee of 3%, (minimum \$10), 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 deducted by us 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 \$4.00 for each request. This fee is a FINANCE CHARGE, and it will apply whenever or not funds are available in your personal checking account to make the payment.

Default. You will be in default if any information you provide us proves to be incomplete or untrue; if you do not comply with any part of this Agreement; open your credit, 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 ineligible immediately due and payable, and we may immediately repossess any property you have given us. 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 after your cash advance line based on information we obtain from you or your credit records. Your available credit for a transaction 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 line and we may return to home 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.

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 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 include items added 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 a (1) government-authorized rate or (2) 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 canceled 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.

(Continued on reverse)

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 share information with our business affiliates. However, you may wish to provide instructions to us to stop 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 or 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 1-800-221-8873. So we can immediately act to limit losses and liability, you will please do even though you may also notify us by writing. Your liability for unauthorized use of the Card 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 card may be discontinued or reissued.

Unauthorized Transactions. 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 choose 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. When you send a stop payment order, you must provide your Account number and specific information about the check: the check account, 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 complete an oral stop payment order in writing. We accept stop payment orders if we 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 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 transaction is communicated to us, and because not every check and Card slip will be sent to us, transactions in your Account will be processed immediately without our necessarily reviewing every transaction. Our processing system will call our attention to certain items, which we will investigate. We will investigate transactions when you report that your Card or any checks have been lost or stolen. We do not handle ordinary or unusual items of home, and we will not be negligent if we do not do so. The rule established 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 certified checks nor Card transaction slips will be returned to you with the monthly statement, you should be careful to review all checks in your check register or otherwise keep a record of them. You should also save your credit card each advance and purchase slip. Your statement, you should be careful to review all checks in your check register or otherwise keep a record of them. You should also save your credit card each advance and purchase slip. Your statement, you should be careful to review all checks in your check register or otherwise keep a record of them. You should also save your credit card each advance and purchase slip.

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 prosecute, demand, protest, or notice of default; 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 illegal 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 become aware of any proposed or enacted legislation, regulatory action, or judicial decision that may render any material provision of this Agreement invalid or unenforceable, or imposes any increased fee, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, unilaterally, or without notice if prohibited by law, cancel the Card and your credit privileges. 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 Noticing Statement with the state's Secretary of State.

Notices. Other notices to you shall be effective when delivered 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 Customer Service on your statement (or other addresses we may specify) and shall be deemed valid 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 If You Believe Your Bill Is Wrong.** If you think your bill is wrong, or if you need more information about any transaction on your bill, write us, or a separate sheet, at our address listed in the Billing Rights Summary on your last bill, or as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but do not delay in writing 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 Complaint. We will investigate your bill within 30 days, unless we have contacted the error by then. Within 30 days, we must either correct the error or explain why we believe there is no error. If we correct the error, you will not have to pay any interest charge related to any questioned amount. We may collect any unpaid amount against your credit line. You do not have to pay any interest on the amount you dispute until we resolve your complaint.

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 reduced amount on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our investigation does not satisfy you and you write to us within 10 days telling us that you still owe, we must tell anyone we report you to that you dispute your bill. And, if we send bill 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 won'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 to correct the problem with the 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 at your home, store, or not within your home state, within 180 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if you own or operate the merchant, or if we mailed you the advertisement for the property or services.

REWARDING 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 Prepaid Visa or MasterCard credit card account ("Account") in good standing. We reserve the right to approve, deny, or revoke memberships or not allow redemption of Rewards, as defined below, to any individual for any reason whatsoever. **End 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 returns or refunds, less merchandise balance transfers, cash advances, traveler's checks, and access charges. Points do not accrue for interest charges or fees of any kind, such as late payment fees, annual fees, creation fees, and overextended charges. Charges made to the above list are at our sole discretion. Point accrual will begin upon your Enrollment Date in the Program. No retrospective 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 delinquent. 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 delinquent. Points will be awarded. 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 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 packaged 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 two years after being awarded. Points redeemed and applied will be based on a first-earned, first-expired basis. **Redemption of Points.** Points will expire two years after being awarded. Points will expire two years after being awarded. Points may be redeemed for products or services ("Rewards"), which are not lost in a Brooks wallet 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 deducted from your Points balance. You will contact the points listed in the Brooks 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 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. Prospective, without limitation, Point accrual or redemption criteria, and to cancel or temporarily suspend the Program at any time without notice. In the event you cancel any fraud or abuse your 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 of the amount provided to us. However, if you violate any provision of these Terms and Conditions, you are to 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 accrued 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 BII provide administrative services for redemption of the Rewards. Maritz Inc. and BII are independent contractors and are not affiliated with us. Neither we, Maritz Inc., nor BII 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 received is fraudulently obtained, defective, or otherwise unsatisfactory to you, you will look solely to the manufacturer 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[®]
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 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 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. 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 this Savings Account to the full extent of the balance in that account (the "Pledged Balance"). The Pledged Balance and 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 passed to your Credit Card Account after it has been closed.

2. Promissory Note. 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 debts we incur, including, but not limited to, reasonable attorney's fees and costs of collection. (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 interest on the balance due to be payable at a U.S. office of the bank the check is drawn on. Your monthly payment due as shown on your statement by the payment due date will be 3% of the new balance shown on your monthly statement. 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 line, 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 subsequently 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. A payment 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 debt when it is included in either the daily purchase balance ("Purchase Balance") or the daily cash advance balance ("Cash Advances Balance") and continue to accrue until that balance is reduced by a payment or credit. The Purchase and Cash Advances 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 Advances 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 five or less 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 debts 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 start 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 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 day's average daily balance by the number of days in the billing cycle and by the 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 month. If a cash advance transaction fee (see Item, section 6) or credit line increase 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 is 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 amounts in 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 limit (overlimit fee); and each payment from that is returned to us unpaid (for example, bounced checks).

An annual fee of \$99 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 bank 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 determine 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 (1) government-standards rate or (2) 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 entire statement balance by the date indicated on the statement that includes your final purchase, cash advances, charges, and fees. Your credit privileges will be cancelled. You will be responsible for paying any accrued finance charge and additional charges.

11. Personal Information/ Documents. You will give us at least 10 days notice if you change your name, house 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, you have rights to opt at any time not to 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. Consumer 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 suspect 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 1-800-334-0011. 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 transaction. Our processing systems 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 ultimately 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 Credit 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 statement 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 unrecorded

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, decline 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 condone to accrue interest at the Annual Percentage Rate(s) disclosed in the Finance Charge section of this Agreement, even if we have used 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 as promulgator, claimant, plaintiff, or party of defendant; any applicable statutes of limitations; and any right you may have to require us to proceed against anyone before we sue you.

16. Applicable Law; Governing Law; 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 imposes 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 decline 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 decline your balance immediately due, as provided in the preceding sentence. We may transfer or assign our right in all or some of your payments. If some 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 CONFIDENTIAL INFORMATION OR AUTHORIZED PERSONNEL ONLY (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, or our address for billing disputes listed on your bill. Write to us as soon as possible. We may hear from you no later than 60 days after we send 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 items 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 amount against your credit line. You do not have to pay any questioned amounts 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 everyone we report you to that you question your bill. And we must tell you the name of anyone we report you to. We must tell anyone we report you so that the mistake can be sorted 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 Providian National Bank. These Savings Account Rules govern the pledged Savings Account (the "Savings Account") opened by you with Providian 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 Providian National Bank or its assigns.

1. Interest and Balance Compensation 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 money on the last day of each successive period. Interest accrues and is compounded monthly, however, is credited to your Savings Account at the end of each monthly successive 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 bearing 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 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 are received 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 receipt. 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 balances 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

R6040

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 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. 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 balances: 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 more 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: \$11 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. In the event required by law, we will report earnings on the Savings Account to 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. 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 to us. Our responsibility is limited to the amount 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 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 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 deposit 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 item 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 tell 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 recredit 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 be liable for your losses or damage. However, there are some exceptions. We will NOT be liable for losses:

• if you do not have enough money in the Savings Account to cover the transfer;

• if circumstances beyond 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 paper 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 may 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) keeps 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 Card, or for other questions, please call us toll-free:
1-800-356-0011

Providian National Bank MEMBER FDIC

 **PROVIDIAN**
Financial

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: _____

Jeffrey Gustin
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

5
FILED
03/06/2009
FEB 26 2009
WM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

FILED
M 1:25P.M. CK
FEB 08 2010
S William A. Shaw
Prothonotary/Clerk of Courts
3cc Atty Byck
61K

CACH, LLC. : IN THE COURT OF COMMON PLEAS
4340 S. MONACO STREET - CLEARFIELD COUNTY, PENNA
2ND FLOOR
DENVER, CO 80237 :

VS. :

CHRISTIE SMITH : NO. 2008-02240-CD
2196 EGYPT RD
WOODLAND, PA 16881 : CIVIL ACTION

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

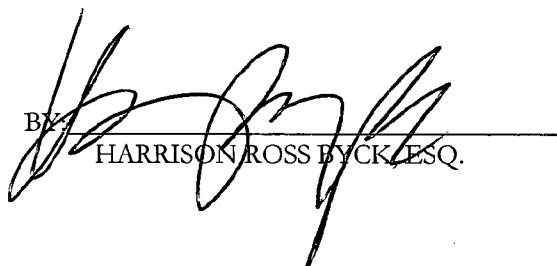
Plaintiff, by its attorney, HARRISON ROSS BYCK, ESQ. P.C., hereby requests this Honorable Court issue a special order allowing substituted service of process for the Defendant, **CHRISTIE SMITH** pursuant to Pa.R.C.P. 430(a) and, in support thereof, avers as follows:

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

CACH, LLC. 4340 S. MONACO STREET – 2 ND 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

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 BYCZK, ESQ.

EXHIBIT A

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

CACH, LLC.

VS.

NO: 08-2240-CD

CHRISTIE SMITH

NOTICE TO DEFEND

You have been sued in Court. If you wish to defendant 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 REFERAL 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

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)
)
)

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 REFERAL SERVICE
(800) 692-7375**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes. Usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con abogado y entregar o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende. La corte tomara medidas y puede continuar la demanda en contra suya sin previo Aviso o notificación. Además la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

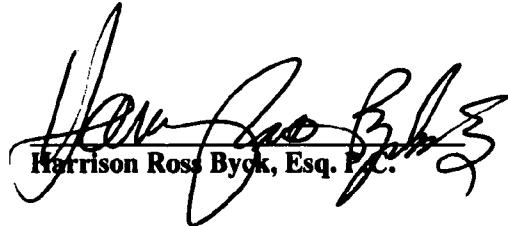
**SERVICE DE REFERENCIA LEGAL
PENNSYLVANIA LAWYER REFERAL SERVICE
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **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	4485-6925-0047-1374
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"/>		Make Checks Payable to Washington Mutual	
Address: _____ Apt: _____		N 000	
City: _____ State: _____ Zip: _____			
Home Phone: _____ Work Phone: _____			
E-Mail: _____			

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

CHRISTIE SMITH
2196 EGYPT RD
WOODLAND PA 15881-8814

4465692500471374 0032100 0194442 0014100 25

DETACH HERE

C COL 99981 6992 6184 848 7 051125 Page 1 of 1 N 999 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	\$1,380.00	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	\$38.00

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 1-800-358-0011 or visit us at www.providian.com

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

These rates may vary.

PAYMENT DUE DATE	MINIMUM PAYMENT	BALANCE AS OF 10/25/2003	ACCOUNT NUMBER
11/21/03	\$262.00	\$1,867.37	4485-8925-0047-1374
Indicate Change of Address Below (use blue or black ink)			
Address: _____ Apt: _____		AMOUNT ENCLOSED (use blue or black ink)	
City: _____	State: _____ Zip: _____	\$	_____ . _____
Home Phone: _____ Work Phone: _____		N 000	Make Checks Payable to Washington Mutual
E-Mail: _____			

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

CHRISTIE SMITH
2196 EGYPT RD
WOODLAND PA 16881-8814

775

4465692500471374 0026200 0165737 0014100 25

DETACH HERE

COLT 1981 6892 0181 848 7 051825 Penn 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

Statement Date	10/25/05
Credit Line	\$1,360.00
Available Credit for Cash Advances as of 10/25/05	\$0.00

Previous Balance	+	\$1,774.69
Credits & Payments	-	\$0.00
Cash Advances	+	\$0.00
NEW BALANCE	=	\$1,857.37

Transactions

Tran Date	Post Date	Description	Reference Number	Amount
Oct 24	Oct 24	LATE PAYMENT CHARGE	0000	\$30.00

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	\$360.00	.0822%*	29.99%*	\$22.88	Term A
Standard Cash - Current Cycle	\$336.77	.0822%*	29.99%*	\$19.99	Term B
ANNUAL PERCENTAGE RATE this billing cycle:	29.99%				<small>*These rates may vary</small>

For 24-hour Automated Account Information, please call 1-800-356-0011 or visit us at www.providian.com
Your account is issued by Washington Mutual Bank, Henderson, NV.

EXHIBIT B

CERTIFICATE OF PURCHASE

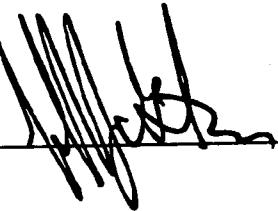
I, JEFFREY GUSTIN, hereby depose and state that:

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:

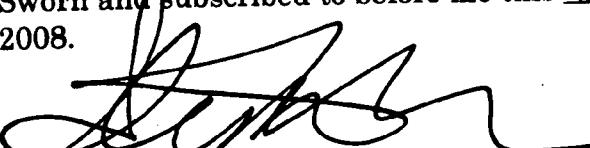
Customer Name:	CHRISTIE SMITH
Original Creditor:	PROVIDIAN BANK
Account Number:	4465692500471374

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

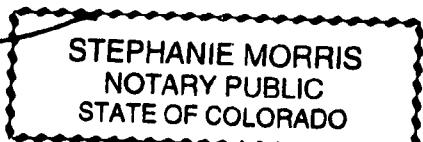
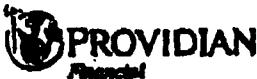


EXHIBIT C



PROVIDA NATIONAL BANK VISA® AND MASTERCARD® ACCOUNT AGREEMENT

Please review this document and keep it with your other important papers. This Account Agreement creates the terms that govern your FirstBank 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") whenever it is borrowed and to get cash advances three or my other participating financial institution and bank Automated Teller Machines. Correspondence about credit 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 issued a credit card Account. "We", "we", "ours", and "ours" mean FirstBank National Bank or its assignee. In limited cases, the Card may be used only for personal, family, household, and charitable purposes, and not for any business or commercial purpose. Any use of this Account and continuation acceptance of the terms of this Agreement, you and we agree all the same.

Payments. You will receive a **copy** statement showing your outstanding balance. Payment on this Account is required in U.S. dollars (please note the payable at a U.S. office of the bank the client is drawn out for at least the payment due on your statement). The payment due date is **coincident** with payment instructions on your monthly statement. The bank of your monthly statement includes the rules we follow when we **post** payments to your Account. Otherwise, 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 **accounts** 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, or may include the amount by which the new balance exceeds your **outstanding** balance. 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 limit due, we may require a higher minimum payment, but we will notify you before doing so. If your payment is less than the payment due, it will be treated as a single payment and none of it will be applied to future payments due. If your payment is more than the payment due, we will credit you with **excess** payment, which may not be used to offset any **outstanding** balance under this Agreement.

Cash Advances Balances each day and one day prior on the last day of the billing cycle. There is no grace period when cash advances are made. The applicable daily periodic rate will be used to calculate a finance charge on a daily balance starting a finance charge. To assess the daily finance charge for purchases and the daily finance charge for cash advances, add one day prior to your previous day's Purchases Balance and Cash Advances Balance, add all daily and previous day amounts for the current day to the previous balance as indicated in the paragraph above, and multiply the total amount by the applicable daily periodic rate (over 100%). The finance charge for purchases is then added to the previous balance, and the finance charge for cash advances is then added to the previous balance. This daily balance is then used to calculate 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, no purchases may be added, no new purchases or purchases that would have reduced the finance charge will be added in a prior billing cycle if it has been posted in that cycle. The applicable daily periodic rate for cash advances 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 New York Journal on the first business day of the previous calendar month. Any increase or decrease in the APR will begin 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 OF RETURN will vary and may be reduced each billing cycle up to 10.00%, above Prime Rate. Using this formula, the APR for purchases in the April 2009 Billing cycle is 10.00%, corresponding to a daily periodic rate of 0.027%, and your APR for purchases will not go below 10.00%.

The Average Percentage Rate for each advance will vary and may be affected with billing cycles up to 12.00% above Prime Plus. Using this formula, the APR for each advance is 14.4% (2000 advance made at 12.00% compounded to a 12 month rate of 14.4000%, and your APR for each advance will not go below 21.00%).

To compute the average daily balance shown on your statement for purchases, add each day's Previous Balance (including daily finance charges) to the daily amount of new purchases made in the billing cycle. To compute the average daily balance shown on your statement for cash advances, add each day's Cash Advance Balance (including daily finance charges) to the daily amount of new cash advances made in the billing cycle. You can compute each of these averages only by dividing the sum of these amounts by the number of days in the billing cycle and by the number of days in the billing cycle and divide by the reported days in the billing cycle. You can multiply each of these averages only by the sum of the number of days in the billing cycle and by the reported days in the billing cycle. If a cardholder has more than one account, you should add the two balances together to determine the total amount of finance charges on your statement for the billing cycle. If a cardholder has more than one account, you should add the two balances together to determine the total amount of finance charges on your statement for the billing cycle. These amounts are also **PERIODIC CHARGES**.

Section 10. **Waiver of Set-Off.** You agree that the Company may not exercise any right of set-off that you may have against the Company or any of its affiliates, or any right of set-off that you may have against any of the Company's or any of its affiliates' customers, in respect of any amounts that you owe to the Company or any of its affiliates.

Credit Line. Your credit line and cash advances line are displayed when you open your Account and on your statements each month. Your cash advances line is limited to a portion of your credit line. We may increase or decrease your credit line under your cash advances line based on information we obtain from you or your credit providers. Your available credit for cash advances is determined by the difference between your Credit Line and your Account balance (including late/returned checks or authorized but not yet posted). Your available credit for a cash advance is currently the difference between your cash advances line and your Account balance, whichever is less. If you used on a large payment, we may limit your available credit until we confirm that the check will clear for certain transactions, available credit may be less. You will not use your Account for any use we may restrict or require, or any transaction that would cause you to exceed your available credit or your available credit for cash advances. Your credit line may be increased if we determine it is necessary to do so.

promise to pay on when due all amounts borrowed when you or someone else uses your Account (even if the amounts charged exceed your participation, or other transaction 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 fail the test, we will pay your reasonable attorney's fees and costs, too.)

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 Florida Statute Section of this Agreement, we will change money amounts will apply to your entire Amended balance from the effective date of the change. Changes will apply to balances that include fees added 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 transaction will be converted to U.S. dollars, generally using either (1) government-authorized rate or (2) wholesale market rate in effect the day before the transaction is processed, converted by 3%.

If a credit is subsequently given for a transaction, it will be converted 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 **Credit Restoration**. 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 up to renew no 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, purchases 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 have issued to you.

Comments on Figures

Personal Information: Documents. You will provide us at least 10 days notice if you change your name, home or mailing address, telephone number, 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 share this information with our business affiliates. You agree, when communicating with us, to use only our business name and not our personal name. 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; Discontinued Use, Loss, or Theft of Cards 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 that, 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 1-800-471-8762. So we can immediately act to limit losses and damage, you will phone as soon though you may also notify us in writing. Your liability for unauthorized use extending beyond 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 card may be deactivated or suspended.

Member Benefits. We will not be liable if any person or Authorized Retail Merchant 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 Section) Certain benefits that are available with the Account are provided by third party vendors. We are not responsible for the quality, availability, or service of any of the services you choose to use.

Stop Payment Orders. If you want 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 modify a stop payment order easily by calling the reported number on your statement. When you make a stop payment order, you should provide your Account number and account information about the checks the need removed, 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 execute an oral stop payment order in writing. We may demand, when and under what circumstances, a signed written confirmation, which may include the stop payment order, or if we have not received an adequate description of the check on that payment may 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 notice, disengage a written stop payment order for amounts under certain amounts if it is rendered in writing.

Standard of Care. Because this Account involves a credit card and may involve check transactions that are processed through various external systems before the transaction is completed by us, and because not every check and Credit slip will be sent to us, transactions in your Account will be processed electronically without our necessarily reviewing every transaction. Our processing systems will call our attention to certain items, which we will examine. We will examine all transactions when you request that your Card or any checks have been held or stated. We do not intend otherwise to examine all items, and we will not be required if you do not do so. This may compromise 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 credit checks nor Credit Information slips will be returned to you with the monthly statement, we cannot be called on to prove an incident in your account, transaction or otherwise based on a record of these. You should use your credit card most judicious and prudently. You are also responsible for any loss or damage to your credit card or any other property you have in your possession.

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 prosecute, demand, protect, or recover any equitable relief of enforcement; and any right you may have to require us to defend against claims before us by suit against you.

Applicable Law Governing Assignment. No matter where you live, the 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 prior oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to continue as applicable law, and the rest of the provisions in the Agreement will remain in effect. At any time New Hampshire law determines 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 imposes any increased fee, reporting requirement, or other burden in connection with this Agreement or your Account, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your credit sublimit. We may transfer or assign our rights in or of or parts of your Agreement. If there are disputes over your account, or if we are unable to prove the existence of disputes, we may give you notice notice by filing a complaint with the state's Secretary of State.

Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in your response, unless a longer notice period is specified in this Agreement or by law, which period must start upon mailing. Notices to us shall be mailed to our address for Customer Services on your statement (or other address we may specify) and must be received by us before they will be effective.

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.

How to Get a Credit or Dispute About Your Bill. If you think your bill is wrong, or if you need more information about any transaction on your bill, write to us, or a discrete shop, or our creditor (found in the strong Right Summary on your bill) as soon as possible. We must hear from you no later than 60 days after we send you the first bill or within 60 days of problem discovered. You can telephone us, but do not telephone to dispute your bills. In your letter give us the following: Your name and Account number. The dollar amount of the disputed entry. A description of the error and an explanation of why you believe there is an error. If you need more information, describe the facts you can not sure about.

Your Rights and Our Responsibilities After We Answer Your Complaint. 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 there is no error. If we do not correct the error, we cannot try to collect any amount you overpaid, or report you as delinquent. We must continue to bill you for the amount you overpaid, but we cannot sue you for any unpaid amount against your credit line. You do not have to pay any

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 correct the problem with the merchant, you may not have to pay the remaining amount due on the property or services. There are two exceptions to this right: (a) you must have paid the amount due on your home store, or (b) not within your state, within 120 days of your earliest mailing statement; and (b) the purchase price must have been more than \$50. These limitations do not apply if you can or would fix the problem, or if we require the adjustment for the property or services.

REMEMBER PAYMENT - The following Terms and Conditions, along with the Registration Form enclosed in the Reward Invitations ("Invitation"), apply to the Rewards Program ("Program").

Programs and services offered through the Department of Health and Senior Services are available to all persons, regardless of race, ethnicity, gender, age, or disability. Programs and services offered through the Department of Health and Senior Services are available to all persons, regardless of race, ethnicity, gender, age, or disability.

Expiration of Points. Points will expire five years after being awarded. Points redeemed and unused will be used on a "first-come, first-served" basis. Redemption of Points. Points may be redeemed for products or services ("Rewards"), which are not held in a structure related to your Points given to them. Points may only be redeemed if your Account is open and is not past due or there are enough Points. All Points are subject to restrictions. 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 deducted from your Points balance. You will contact the points listed in the structure for instructions on how to redeem your Points.

Change of Account. You will be responsible for any account, name, or legal name that violates any of the terms of Points or redemption of the Rewards. You will also be responsible for

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") whenever it is honored, and to make advances from any participating financial institution. In this Agreement, "you" and "your" mean each person for whom we have issued a Credit Card Account. "We," "us," "ours," and "our" mean Providian National Bank or its trustees. 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-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 you satisfaction that all funds you have sent us are valid. You will also have to pay any additional charges that are passed to your Credit Card Account after it has been closed.
2. Promissory Note. You promise to pay us what we all require 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 interest thereon we incur, including, but not limited to, reasonable attorney's fees and costs of collection. (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 furnish you monthly statements showing your outstanding balance. You will pay us the amount of each bill to be payable to a U.S. office of the bank, the check to derive credit, and the payment due as shown on your statement by the payment due date. You agree with payment instructions on your monthly statement. 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 date 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 payment due. When we receive your payment check, we may, at our discretion, keep the check and present it simultaneously 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 merge, lose or convert payments. If a payment marked "paid in full" or marked with other notations, 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 payment as of the date received, and by credit as of the date posted. Normally, any payment reduces the amount due towards the finance charges and the due date will then be used to pay any 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 payment differently. Purchases are included in your Purchase Balance as of the date made. Fees (except cash advances 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 less than the only balance on the last day of the billing cycle. Cash advances that 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 Purchases or Cash Advance Balance as of the date posted. Finance charges are added to your Purchases 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 0.0457% (corresponding to an ANNUAL PERCENTAGE RATE of 13.39%). 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 create a credit balance for any day in effect. We determine the total finance charge 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, no 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 to 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 day of the transaction. There is no posted within which credit extended may be repaid without incurring a finance charge.

To determine the average daily balance shown on your statement for purchases and 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 day's average daily balance 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 balance for the AUTHORIZED PURCHASES AND CASH ADVANCES. If a cash advance transaction has less than, divided by, or credit, the FINANCE CHARGE will be 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 other than 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 amounts 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 \$20 for each billing cycle within which your Credit Card Account is delinquent (less fee), each billing cycle within which your balance exceeds your credit line (overlimit fee), and each payment 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 posted fee will be charged for that Card. For cash advances, a transaction fee, which is a FINANCE CHARGE, will be charged when the greater of \$5 or 5% of the cash advance amount. For Credit less than your regular through an express service, we may charge \$20. For each Card you ask us to replace, we may charge \$10. For copies of both statements that were first sent to you more than three months earlier, we may charge \$5 for each copy.

This 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 may be disclosed to you when you apply, and will in no case exceed \$59. 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 need a large payment check, we may limit your available credit while we determine that the check will clear. For cash advances, available credit may be limited to the amount of the cash advance. We may refuse to honor any transaction that would 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 transaction 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 processing date, increased by one percent (1%). If a credit is subsequently given for a transaction, it will be converted 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 Credit Consolidation. 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 of termination 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 as to them, 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 purchase, cash advances, charges, and fees. Your credit privileges will be canceled. 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, employment, business, 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 you with and information about your Credit Card Account to whom we make available information, with our affiliates. However, we may, with or without your consent, give to them credit information with our affiliates. If you fail to inform us of any changes under this Agreement, a reported credit report reflecting on your credit record may be related to credit reporting agencies.

12. Customer Service Unauthorized Use, Loss, or Theft of the Card. Each Card must be signed on receipt. You will sign the Card and your Personal Identification Number (PIN), which provides access to Automated Teller Machines, form draft. You will keep your PIN separate from your Card. If you disagree 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 1-800-356-0511. You will phone, even though you may notify us in writing, so we don't get credit to bank 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 receive 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 Card Transactions in your Credit Card Account will be processed automatically without our manually reviewing every transaction. Our processing system will call our computer to certain lines that we will nominate. We will nominate all transactions when you request that your Card has been lost or stolen. We do not intend continually to nominate all lines, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care that in good faith will consist in maintaining your Credit Card Account. Because of our limited review, and because your Credit 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 statement against your record and to notify us promptly of any unauthorized transaction or credit.

14. Delinquent. 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 instructions

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 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 told you to reduce the amount you owe.

15. Waiver of Certain Rights. We may waive 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 prepayment, cancellation, grace, or notice of discharge; any applicable statute of limitations; and any right you may have to require us to provide against anyone before we sue you.

16. Applicable Laws; Governing Agreement. 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 provision of federal legislation, regulatory action, or judicial decision has rendered or will render any material provision of this Agreement invalid or unenforceable, or imposes any increased cost, reporting requirement, or other burden in connection with any such provision, or to enforcement, we may, after at least 30 days notice to you, or without notice if provided 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 provision 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 waive or waive our right as all or some of your payments. If we have required that you receive copies of such an event to prevent the purchaser or recipient, we may give you such notice by filing a financing statement with the 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 **CHANGES IN INFORMATION OR AUTHORIZED PERSONNEL ONLY** (or other address we may specify) and shall be effective when we receive it.

Your Billing Rights—Keep This Notice for Your PERSONNEL ONLY
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, or our address for billing disputes listed on your bill. Write to us as soon as possible. We must have both you and us know that 60 days after we send 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 disputed item
- A description of the error and 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 we believe you owe or report you as delinquent. We can continue to bill you for the amount you dispute, including finance charges. We can apply any unpaid amount 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, but you will have to make up the actual payment 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 to delinquent. However, if our explanation does not satisfy you and you write to us within 15 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 name has been deleted between us when it finally is. If we don't believe 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. These are your **Resaleables** on this right: (a) you must have made the purchase in your home area or if not within your home area, within 100 miles of your current mailing address and (b) the purchase price must have been more than \$50. These Resaleables 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 applies if you have a Savings Account with Providian National Bank. These Savings Account Rules govern the pledged Savings Account (the "Savings Account") opened by you with Providian 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 Providian National Bank or its assigns.

1. Interest and Balance Compensation 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 as often as daily. We use the average daily balance method to calculate the balance 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 whether of the month on the last day of each successive period. Interest accrued and is compounded monthly. Interest is credited to your Savings Account at the end of each monthly anniversary 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 500, Tilton, New Hampshire 03276-0500. 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, including 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 subsequently 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 \$3,000. If we receive a deposit that causes your balance to exceed \$3,000, we may at our option, return the funds to you.

3. Pledged Balance Restored 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.

8
R040

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, we have destroyed your Card, and all amounts due have been paid in full, and we have verified to our satisfaction that all funds you have sent to us valid. In addition, under federal regulations, we may exercise the right to require seven days notice before you withdraw any money from the Savings Account.

4. **Interest.** We will credit 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 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 imposed against your Savings Account. For payment of outstanding Credit Card Account balances a \$15 processing fee if we may apply any funds from your Savings Account to pay any portion of the outstanding balance on your Credit Card Account; for deposited items reimbursed, up to \$25 each time the item is remitted unpaid for copies of statements \$15 each for each person \$15 if we must comply with a legal order related to the Savings Account; and for Savings Account withdrawals \$15 per transaction.

7. **Violated 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 confidence with your Savings Account to the extent required by law, we will report earnings on the Savings Account to 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 to 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 recovery of any information you give us. Our responsibility is limited to the amount 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 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 acceptance 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 Accounts.** We may close the Savings Account at any time by written notice. Then we will send you the balance 25 days after the 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 to satisfy 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.

Electronics Fund Transfer 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 1-800-216-0011 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 03779.

Providian (03776-0011, 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 send 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 supposed error.

If you fail to do so, 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 remit 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 remit 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 manner requested, we will be liable for your losses or damage. However, there are some exceptions. We will NOT be liable for business

losses if you do not have enough money in the Savings Account.

Other Exceptions. Under our general (such as fire or flood) policies, the transfer deposit reimburses us for the damage 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 power 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 may 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 03776-0011.

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 act, you may be entitled to compensation for 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 loss or damage
Credit Card, or for other questions,
please call us toll-free
1-800-356-0011

Providian National Bank Member FDIC

 **PROVIDIAN**
Financial

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.

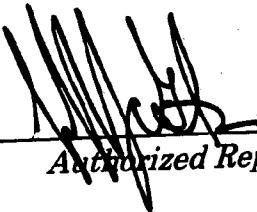
I am the Authorized Representative and a duly authorized representative of the plaintiff:

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.

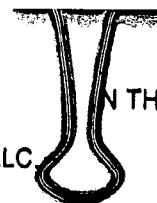
By:


Authorized Representative

Dated: 6/20/08

EXHIBIT B

CACH, LLC
vs
CHRISTIE SMITH



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

SERVICE # 1 OF 1

COMPLAINT

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

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

COPY

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

ATTEMPTS

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

VACANT

OCCUPIED

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 December 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.

CHRISTIE SMITH

NAME: _____

2196 EGYPT RD; WOODLAND, PA 16881

ADDRESS: _____

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): _____

CACH, LLC. VS. SMITH

3. The names of all known parties to the litigation: _____

CLEARFIELD COUNTY COURT

4. The court in which the case has been or will be heard: _____

2008-02240-CD

5. The docket or other identifying number if one has been issued: _____

6. The capacity in which the individual is to be served (e.g. defendant or witness): _____

DEFENDANT

WARNING

THE SUBMISSION OR 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.

229 PLAZA BLVD - SUITE 112

Signature

Address

HARRISON ROSS BYCK, ESQ.

MORRISVILLE, PA 19067

Printed Name

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:

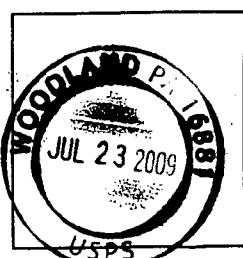


EXHIBIT D



THE #1 INTERNET DETECTIVE

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

GET THE SCOOP ON ANYONE

[Logout](#) [Law Enforcement Version](#)

People Search by Name

For a more advanced People Search including Avg. Income & occupation, Avg. Home Price, Marital Status! 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
christie	I	smith	Pennsylvania 

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

 denotes NEW records added this month.

[RED] denotes required search fields.

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>](#)

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](#)

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 DeLand, FL 32720

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Disclaimer: We do not make any representations that the information we make available is accurate. We search and gather compilations of public records that may not be accurate or complete. In addition, we do not verify the information we provide.

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 K 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 – 2ND FLOOR
DENVER, CO 80237

: IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNA

VS.

CHRISTIE SMITH
2196 EGYPT RD
WOODLAND, PA 16881

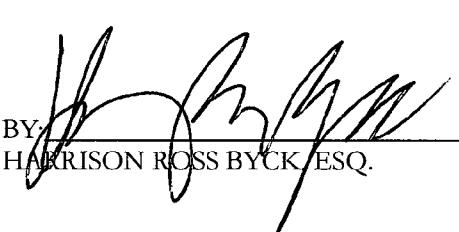
: NO.: 2008-02240-CD
: CIVIL ACTION

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:

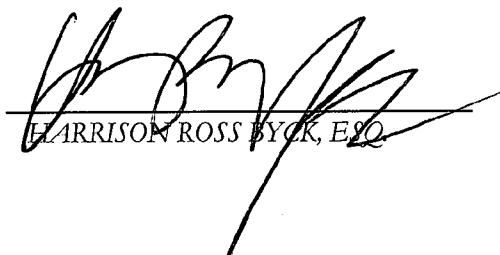
SS.

COMMONWEALTH OF PENNSYLVANIA:

AFFIDAVIT

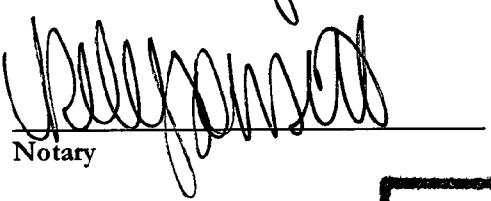
I, HARRISON ROSS BYCK, ESQ., of age, having been duly sworn, do hereby depose and state as follows:

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.

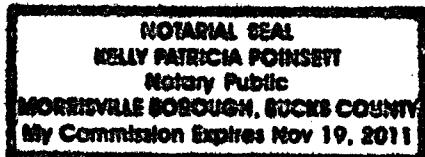


HARRISON ROSS BYCK, ESQ.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4th DAY
OF February, 2010.



Notary



FILED

[FEB 08 2010]

William A. Shaw
Prothonotary/Clerk of Courts

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

O R D E R

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
01/07/2011 3cc
FEB 12 2010 Atty
S Byck
William A. Shaw
Prothonotary/Clerk of Courts

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), : **Docket No.: 2008-02240-CD**

vs. :

CHRISTIE SMITH

2196 EGYPT RD :
WOODLAND, PA 16881 :
:

**PRAECIPE TO REINSTATE
OR REISSUE**

Defendant(s). :
:

TO THE CLERK OF COURTS:

REINSTATE the Complaint in the above captioned matter.

REISSUE the Writ of _____ in the above captioned matter.

OTHER:

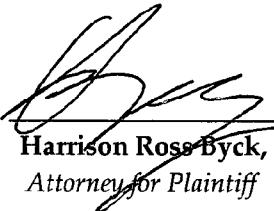
FILED

APR 07 2010

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 7.00
03/12/53821
3CC@1 Compl.
Reinstated to Sheriff

(60)


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

Date: March 24, 2010

4-110 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, PRAEICE & 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, PRAEICE & 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, PRAEICE & 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 Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George J. DeHaan
Deputy Signature

George F. DeHaan
Print Deputy Name

FILED *b*

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

JUL 26 2010

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

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

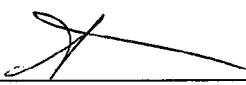
The Complaint was served upon the defendant(s) on **April 08, 2010**. A copy of the proof of service is attached hereto as Exhibit "A".

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

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

CACH, LLC

vs

CHRISTIE SMITH

ORDER, PRAECLP & COMPLAINT

SERVE BY: 05/07/2010

HEARING:

PAGE: 106941

SERVICE # 1 OF 1

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

ALTERNATE ADDRESS

SERVE AND LEAVE WITH POSTED ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURNNOW, This 8th of April 2010 AT 10:00 AM / PM SERVED THE WITHINORDER, PRAECLP & 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 15th April 2010 AT 10:00 AM / PM POSTED THE WITHINORDER, PRAECLP & COMPLAINT FOR CHRISTIE SMITHAT (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 May 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George J. DeHaan
Deputy SignatureGeorge J. DeHaan
Print Deputy Name

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(s), 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
01/07/2011 3cc
FEB 12 2011 Atty
Byck
William A. Shaw
Prothonotary/Clerk of Courts
(60)

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

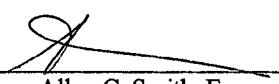
CACH, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2008-02240-CD
vs.)	
)	
CHRISTIE SMITH)	
)	
Defendant(s).)	

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

I, ALLAN C. SMITH, ESQ., of full age, certify that I mailed a copy of the annexed NOTICE OF INTENT TO FILE PRAECIPE TO ENTER JUDGMENT BY DEFAULT upon defendant **CHRISTIE SMITH** by United States mail, postage prepaid and certified mail, on **May 5, 2010** at his/her last address
cf:

**2196 EGYPT RD
WOODLAND, PA 16881**

Date: **July 09, 2010**

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

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

Attorney for the Plaintiff

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 REFERAL 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

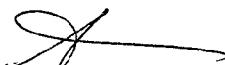
CACH, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,)	
	)	NO: 2008-02240-CD
vs.)	
)	
CHRISTIE SMITH)	
Defendant(s).)	

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 or its allies or otherwise within the provisions of the Soldiers' and Sailors' Relief Act of 1940, as amended, and as stated in the attached Department of Defense Manpower Data Center reports.
5. This certification is taken subject to the penalties of 18 PaCSA 4904 relating to unsworn falsification to authorities.

Date: **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. Snavely-Dixon

Mary M. Snavely-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

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

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:



Clerk

2-26-10

<u>X</u>	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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106941
NO: 08-2240-CD
SERVICES 1
ORDER, PRAECLP & 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
01/10/54 cm
JAN 13 2011

S
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2010

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

Attorney for Plaintiff

CACH, LLC.	)	COURT OF COMMON PLEAS
4340 SOUTH MONACO STREET 2ND FLOOR	)	CLEARFIELD COUNTY
DENVER, CO 80237)	
)	
Plaintiff,)	
)	
vs.	)	No.: 2008-02240-CD
)	
CHRISTIE SMITH)	
2196 EGYPT RD)	
WOODLAND, PA 16881)	
)	

FILED
m 14:00 PM
Nov 28 2011

300
Atty
William A. Shaw
Prothonotary/Clerk of Courts

Smith

61C

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

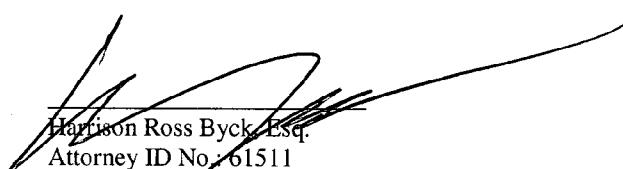
Kindly enter my appearance of behalf of **CACH, LLC.**, the plaintiff in this action.


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