

08-2396-CD  
CACH LLC vs Michael E. Johnson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CACH, LLC.  
(Plaintiff)  
4340 SOUTH MONACO STREET 2ND  
FLOOR

DENVER, CO 80237

CIVIL ACTION

No. 08-2396-CD

VS.

Type of Pleading: CIVIL COMPLAINT

Filed on behalf of: PLAINTIFF

MICHAEL E JOHNSON  
(Defendant)  
5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

HARRISON ROSS BYCK, ESQ  
Filed By

229 PLAZA BOULEVARD  
MORRISVILLE, PA 19067  
Address

888-275-6399  
Phone

Signature



<sup>5</sup> **FILED** Atty pd. 95.00  
DEC 15 2008 1CC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts 2cc Atty

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

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

Plaintiff,

vs.

No.:

MICHAEL E JOHNSON  
5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

---

**COMPLAINT**

To: MICHAEL E JOHNSON  
5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served. By entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and the court without further notice may enter a judgment against you for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

### AVISO

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

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

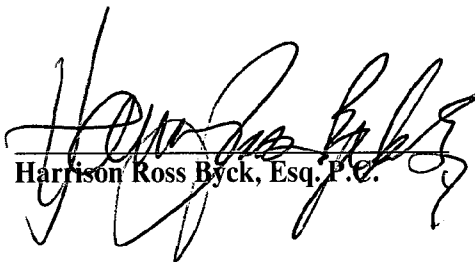
**SERVICE DE REFERENCIA LEGAL  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
(800) 692-7375**

Plaintiff, **CACH, LLC.**, by its attorney Harrison Ross Byck, by way of complaint against Defendant **MICHAEL E JOHNSON**, 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, **MICHAEL E JOHNSON**, is an individual residing at **5357 GREENVILLE PIKE , GRAMPIAN, PA 16838**.
3. Defendant, **MICHAEL E JOHNSON**, is indebted to **MARYLAND NATIONAL BANK, N.A.** on an account stated by and between them in the amount of **\$7,105.59** which balance was due and unpaid as of **November 29, 2005**, for credit card account number **426429999890792**. <Exhibit A>
4. On or about **December 16, 2005**, **MARYLAND NATIONAL BANK, N.A.** sold the debt for good and valuable consideration to plaintiff, **CACH, LLC**. <Exhibit B>
5. The Defendant, Michael E Johnson, last tendered a payment on / /.
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 **\$3.0155** per day from the default date ( **15.490%** annual percentage rate x **\$7,105.59** / 365 days) or **\$3.0155** x 600 days = **\$1,809.30**; 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 **\$1,421.11** as stated in the Cardholder Agreement attached hereto as <Exhibit C>.
9. The defendant, being indebted to the plaintiff in the sum of **\$10,531.00** upon the account stated by and between them did promise to pay said sums upon demand. Demand has been made for payment of **\$10,531.00** and the defendant has failed to remit payment.

WHEREFORE, plaintiff demands judgment against the defendant for **\$10,531.00** together with other interest and costs of suit.

Date: **October 23, 2008**

  
Harrison Ross Byck, Esq. P.C.

## **EXHIBIT A**

- For our automated Direct Connect service, call  
1-800-477-9131
- To speak to one of our Customer Satisfaction representatives,  
call 1-800-477-9131
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1-800-348-3178
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Mail billing inquiries and all other account inquiries to:  
BANKCARD SERVICES P.O. BOX 15028  
WILMINGTON, DE 19850-5028

Make check  
payable to

**BANKCARD SERVICES  
P.O. BOX 15137  
WILMINGTON, DE 19886-5137**

**CARDHOLDER SINCE**  
**2004**

ACCOUNT NUMBER

4264 2992 6637 9412

**PAYMENT DUE DATE**

07/29/05

NEW BALANCE TOTAL

**\$6,451.04**

TOTAL MINIMUM PAYMENT DUE

**\$541.00**

AMOUNT ENCLOSED

MICHAEL E JOHNSON  
1655 STILLMEADOW RD  
ENTERPRISE FL 32725-241855

[illegible]

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT AVAILABLE	DAYS IN CYCLE	CLOSING DATE	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
4264 2992 6637 9412	\$6,000		32	07/05/05	\$541.00	07/29/05

POSTING DATE	TRANS DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS	CHARGES	CREDITS (CR)
JULY 2005 STATEMENT							

**JULY 2005 STATEMENT**

0701	0701	0006290	VS C	PURCHASES AND ADJUSTMENTS		
0705	0623	D/20	VS C	LATE FEE FOR PAYMENT DUE 06/30		39.00
				OVERLIMIT FEE (BASED		39.00
				ON BALANCE 6,290.95)		
				TOTAL FOR BILLING CYCLE FROM 6/04/2005 THROUGH 7/05/2005		\$78.00
				YOUR ACCOUNT IS OVERLIMIT.		
				TO AVOID AN OVERLIMIT FEE		
				ON YOUR NEXT STATEMENT, WE		
				MUST RECEIVE A CONFORMING		
				PAYMENT, THAT BRINGS AND		
				KEEPS YOUR ACCOUNT BALANCE		
				BELOW THE CREDIT LINE.		
				WITHIN 20 DAYS OF THE ABOVE		
				STATEMENT CLOSING DATE,		
				AND NOT GO OVERLIMIT AGAIN.		

**OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE**

## IMPORTANT NEWS

### SUMMARY OF TRANSACTIONS

Previous Balance	+ Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$396.00
\$6,290.95	\$0.00	\$0.00	\$78.00	\$82.09	\$0.00	\$6,451.04	Current Payment	\$145.00
							Total Min Payment Due	\$541.00

### FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.040383% DLY*	14.74%	\$0.00
B. ATM, BANK	.040383% DLY*	14.74%	\$6,101.78
C. PURCHASES	.040383% DLY*	14.74%	\$250.69
D. OTHER BALANCES	.000000% DLY*	00.00%	\$0.00

FOR THIS BILLING PERIOD  
ANNUAL PERCENTAGE RATE

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

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\*PERIODIC RATE MAY VARY

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BANKCARD SERVICES P.O. BOX 15026  
WILMINGTON, DE 19850-5026



## Wachovia Bank

**CARDHOLDER SINCE  
2004**

Make check  
payable to:

**BANKCARD SERVICES**  
**P.O. BOX 15137**  
**WILMINGTON, DE 19886-5137**

05

ACCOUNT NUMBER

4264 2992 6637 9412

**PAYMENT DUE DATE**

08/29/05

NEW BALANCE TOTAL

**\$6,606.55**

TOTAL MINIMUM PAYMENT DUE

**\$689.00**

AMOUNT ENCLOSED

MICHAEL E JOHNSON  
1655 STILLMEADOW RD  
ENTERPRISE FL 32725-241855

B

[illegible]

ACCOUNT NUMBER	CREDIT LINE	CASH OR CREDIT AVAILABLE	DAYS IN CYCLE	CLOSING DATE	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
4264 2992 6637 9412	\$6,000		29	08/03/05	\$689.00	08/29/05

POSTING DATE	TRANS DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS	CHARGES	CREDITS (CR)
AUGUST 2005 STATEMENT							

**AUGUST 2005 STATEMENT**

DATE		AMOUNT		DESCRIPTION		BALANCE	
0730	0730	0006451	VS C	PURCHASES AND ADJUSTMENTS			
0803	0725	D/20	VS C	LATE FEE FOR PAYMENT DUE 07/26		39.00	
				OVERLIMIT FEE (BASED		39.00	
				ON BALANCE 6,451.04)			
				TOTAL FOR BILLING CYCLE FROM 7/06/2005 THROUGH 8/03/2005		\$78.00	\$ .00
				YOUR ACCOUNT IS OVERLIMIT.			
				TO AVOID AN OVERLIMIT FEE			
				ON YOUR NEXT STATEMENT, WE			
				MUST RECEIVE A CONFORMING			
				PAYMENT, THAT BRINGS AND			
				KEEPS YOUR ACCOUNT BALANCE			
				BELOW THE CREDIT LINE,			
				WITHIN 20 DAYS OF THE ABOVE			
				STATEMENT CLOSING DATE,			
				AND NOT GO OVERLIMIT AGAIN.			

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## IMPORTANT NEWS

### SUMMARY OF TRANSACTIONS

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$561.00
\$6,451.04	\$0.00	\$0.00	\$78.00	\$77.51	\$0.00	\$6,606.55	Current Payment	\$168.00
							Total Min Payment Due	\$689.00

### FINANCE CHARGE SCHEDULE

Category	Rate	Annual Percentage Rate	Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.041088% DLY*	14.99%	\$0.00
B. ATM, BANK	.041088% DLY*	14.99%	\$6,177.97
C. PURCHASES	.041088% DLY*	14.99%	\$330.50
D. OTHER BALANCES	.000000% DLY*	00.00%	\$0.00

FOR THIS BILLING PERIOD  
ANNUAL PERCENTAGE RATE . . . 14.99%  
(Includes Periodic Rate And Transaction Fee Finance Charges)

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# Wachovia Bank

**CARDHOLDER SINCE  
2004**

**Make check**

Payable to:

**BANKCARD SERVICES**  
**P.O. BOX 15137**  
**WILMINGTON, DE 19886-5137**

05

MICHAEL E JOHNSON  
1655 STILL MEADOW RD  
ENTERPRISE FL 32725-241855

8

[illegible]

ACCOUNT NUMBER				CREDIT LINE	CASH OR CREDIT AVAILABLE	DAYS IN CYCLE	CLOSING DATE	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
4264 2992 6637 9412					\$6,000	31	10/04/05	\$997.00	10/29/05
POSTING DATE	TRANS DATE	REFERENCE NUMBER	CARD TYPE	CAT	TRANSACTIONS OCTOBER 2005 STATEMENT			CHARGES	CREDITS (CR)
0929		27299979810	VS		PAYMENTS AND CREDITS				
					EXPRESS PAYMENT - THANK YOU				200.00 CR
					CASH ADVANCE TRANSACTIONS				
1004	0929	27299979810	VS B		PAYMENT RETURNED UNPAID			200.00	
					PURCHASES AND ADJUSTMENTS				
0930	0930	0006570	VS C		LATE FEE FOR PAYMENT DUE 09/29			39.00	
1004	1004	27299979810	VS C		RETURN CHECK FEE			39.00	
TOTAL FOR BILLING CYCLE FROM 9/04/2005 THROUGH 10/04/2005								\$278.00	\$200.00 CR

**OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS**

## IMPORTANT NEWS

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	Past Due Amount	\$841.00
\$6,770.87	\$200.00	\$200.00	\$78.00	\$89.74	\$0.00	\$5,938.61	Current Payment	\$156.00
							Total Min Payment Due	\$997.00

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.042438% DLY*	15.48%	\$0.00
B. ATM, BANK	.042438% DLY*	15.48%	\$6,337.30
C. PURCHASES	.042438% DLY*	15.48%	\$484.40
D. OTHER BALANCES	.000000% DLY*	00.00%	\$0.00

FOR THIS BILLING PERIOD  
**ANNUAL PERCENTAGE RATE . . .** 15.49%  
 (Includes Periodic Rate And Transaction Fee Finance Charges)

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WILMINGTON, DE 19850-5026

# Wachovia Bank

**CARDHOLDER SINCE  
2004**

**ACCOUNT NUMBER**

4264 2992 6637 9412

<b>PAYMENT DUE DATE</b>	01/01/2025
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11/28/05

NEW BALANCE TOTAL

**\$7,105.59**

**TOTAL MINIMUM PAYMENT DUE**

**\$1,156.00**

**AMOUNT ENCLOSED**

Make check  
payable to:

**BANKCARD SERVICES**  
**P.O. BOX 15137**  
**WILMINGTON, DE 19886-5137**

05

MICHAEL E JOHNSON  
1655 STILLMEADOW RD  
ENTERPRISE FL 32725-241855

**B**

[illegible]

ACCOUNT NUMBER				CREDIT LINE		CASH OR CREDIT AVAILABLE		DAYS IN CYCLE		CLOSING DATE		TOTAL MINIMUM PAYMENT DUE		PAYMENT DUE DATE			
4264 2992 6637 9412						\$6,000		30		11/03/05		\$1,156.00		11/28/05			
POSTING DATE		TRANS DATE		REFERENCE NUMBER		CARD TYPE	CAT	TRANSACTIONS				CHARGES		CREDITS (CR)			
NOVEMBER 2005 STATEMENT																	
						PAYMENTS AND CREDITS											
						EXPRESS PAYMENT										150.00 CR	
						PURCHASES AND ADJUSTMENTS											
1031						30499979811		VS		LATE FEE FOR PAYMENT DUE 10/29				39.00			
1031 1030						0008788		VS C		PAYMENT RETURNED UNPAID				150.00			
1103 1031						30499979811		VS B		RETURN CHECK FEE				39.00			
1103 1103						30499979811		VS C		TOTAL FOR BILLING CYCLE FROM 10/05/2005 THROUGH 11/03/2005				\$228.00			
												\$150.00 CR					

**OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS**

## IMPORTANT NEWS

## SUMMARY OF TRANSACTIONS

Previous Balance	- Payments and Credits	+ Cash Advances	+ Purchases & Adjustments	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	= New Balance Total	TOTAL MINIMUM PAYMENT DUE
\$6,938.61	\$150.00	\$150.00	\$78.00	\$88.98	\$0.00	\$7,105.59	Current Payment \$159.00
							Total Min Payment Due \$1,156.00

FINANCE CHARGE SCHEDULE	
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FINANCE CHARGE SCHEDULE Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
A. BALANCE TRANSFER, CHECKS	.042438% DLY*	15.49%	\$0.00
B. ATM, BANK	.042438% DLY*	15.49%	\$6,419.84
C. PURCHASES	.042438% DLY*	15.49%	\$569.44
D. OTHER BALANCES	.000000% DLY*	00.00%	\$0.00

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**FOR THIS BILLING PERIOD**  
**ANNUAL PERCENTAGE RATE . . .** 15.49%  
 (Includes Periodic Rate And Transaction Fee Finance Charges)

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## **EXHIBIT B**

## CERTIFICATE OF PURCHASE

I, BOBBY DUNKER, 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:	MICHAEL E JOHNSON
Original Creditor:	MARYLAND NATIONAL BANK, N.A.
Account Number:	4264299999890792

3. On or about December 16, 2005 this account was sold by the original creditor. **CACH, LLC.** is the current owner of the account and purchased the account for good and valuable consideration.

NOV 17 2008

Date: \_\_\_\_\_  
By: *Bobby Dunker*

Sworn and subscribed to before

me this NOV 17 2008 day of November, 2008.

*[Signature]*  
Notary Public

STEPHANIE MORRIS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 05/22/2011

## **EXHIBIT C**

**Your Contract With Us**

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

**Privacy Notice**

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

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

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

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

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



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

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

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

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

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

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

**Important Information About Your Choice:** We're dedicated to serving your needs - and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

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

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

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

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

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

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

(Your Promise to Pay and How We Allocate Your Payments, for example)

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

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

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

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

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

### **Sign Your Card**

You should sign your card before you use it.

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

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

### **Credit Reporting Agencies**

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

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

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

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

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

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

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

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

### **Persons Using Your Account**

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

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

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

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

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

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

### **Your Promise to Pay**

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

### **Payments on Your Account**

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

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

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

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

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

before any other existing balances

**Promise to Pay Applies to All Persons**

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

**Default**

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

**When We May Require Immediate Payment**

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

**Other Payment Terms**

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

**Payment Holidays**

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

**Transactions Made in Foreign Currency**

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

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

### **Billing Cycle**

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

### **Account Fees and Charges**

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

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

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

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

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

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

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

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

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

### **Benefits**

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

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

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

**We May Suspend or Close Your Account**

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

**You May Close Your Account**

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

**Transactions After Your Account Is Closed**

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

**We May Amend This Agreement**

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

**We May Sell Your Account**

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

**Your Credit Limit**

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

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

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

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

attempt a transaction that results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may:

- (1) permit the transaction without raising your credit limit;
- (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or
- (3) refuse to permit the transaction.

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

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

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

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

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

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

### **What Law Applies**

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

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

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

### **Our Rights Continue**

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

### **Arbitration and Litigation**

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

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

The arbitration shall be conducted by the National Arbitration



Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office: [www.naf-forum.com](http://www.naf-forum.com), or P.O. Box 5019, Minneapolis, Minnesota 55409, telephone 1-800-474-2371.

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

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

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

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

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

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

## CREDIT INSURANCE BENEFITS, LIMITATIONS, COSTS & EXCLUSIONS

### CONSUMER PROTECTION DISCLOSURES

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

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

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

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

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

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

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

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

Costs apply to Life (L), Disability (D), Unemployment (U) & Family Leave (F): AL 54.5c; AK 78c; AZ 99.9c; AR 99c; CA 89.9c; CO 50.66c; CT 42.89c; DE 99.9c; DC 99.9c; FL 89c; GA 90.8c; HI 89.91c; ID 99.5c (L 8.6c, D 16.9c, U 54c, F 20c); IL 80.97c; IN 96c; IA 97.8c (L 7.2c, D 16.6c, U 54c, F 20c); KS 85.47c; KY 97.4c; LA 99.93c; ME 53.05c; MD 79.74c; MA 15.7c; MI 85.7c; MN 31.47c; MS 92.5c; MO 61.1c; MT 93.9c; NE 93.8c; NV 99.87c; NH 95c; NJ 97c; NM 58.9c; NY 52.5c (L 8.8c, D 26.8c, U 16.9c); NC 71.3c; ND 94.97c; OH 99.9c; OK 97.47c; OR 80.8c; PA 38.1c; PR 99c; RI 99.8c; SC 78.8c; SD 99.9c; TN 92.9c; TX 33.7c (L 4.8c, D 12.9c, U 16c); UT 90.44c; VT 34.92c (L 6.68c, D 12.24c, F 16c); VA 84c (L 6.1c, D 8.9c, U 49c, F 20c); WA 89.39c; WV 99.5c; WI 93.6c (L 5.7c, D 8.9c, U 59c, F 20c); WY 99.7c.

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

**Underwriting Companies/Policy:** Involuntary

Unemployment: American Security/LOI(5/85), LOI NY(3/93), AS LOI TX(1/99), LOIC-IP-KS(2/96), LOIC-IP-CRS-ME(5/85) and LOIC-IP: Standard Guaranty/SG LOI (5/85) (NH only). Life & Disability: Union Security Life/L-1-Z, L-S-G in AL, AZ, AR, DE, DC, ID, IL, IA, KS, LA, MD, MN, MS, NV, ND, OH, OK, RI, SD, VT, WA, WV & WY: Standard Guaranty Life (TX only)/L-1-Z(8/92)(3,53RA), First Fortis Life (NY Life only)/NYLMD013 American Security (NY Disability only)/W-S-A, Fortis Insurance (ME only)/U-X-A. Family Leave: American Security/FLP (4/97), FLP-FL(12/97) in FL, FLP-NC (3/98) in NC, FLP-OK(4/97) in OK, FLP-VA(2/98) in VA, FL-IP(AZ)(7/98) in AZ, FL-IP(4/97) in IL & IN, FL-IP-KS (12/97) in KS, FL-IP-ME (4/99) in ME, FL-IP-WY(4/97) in WY: Standard Guaranty/FLP (4/97) in NH: Union Security Life/FLP-VT(4/97) in VT. Solicitors: agents for Mississippi and Florida are Charles M. Gordon and Pamela Curtis respectively.

The creditor may receive compensation in connection with this offer.

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

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

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

**NY, NJ & TX Residents Only:** To purchase coverages separately, write to Assurant Group, P.O. Box 50355, Atlanta, GA 30302. Applications will be sent to you.

**AFFIDAVIT OF CLAIM  
AND CERTIFICATION OF DEBT**

STATE OF NORTH CAROLINA )  
 )  
CITY OF GREENSBORO )

**Bank of America, N.A.**

Accountholder:

Account No.: **4888930990056456**

The undersigned, Shavonne Logan, being duly sworn, states and deposes as follows:

1. That Affiant is employed by Bank of America, N.A., successor in interest to Fleet Bank (RI) National Association and Nations Bank, in the position of Bank Officer and is duly authorized to make this affidavit.
2. That the statements made in this Affidavit are based on the computerized and hard copy books and records of Bank of America, N.A. which are maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
3. That account number **4888930990056456** was opened on **4/9/2004** by **LISA A JOHNSON**.
4. That there is due and payable the sum of **\$3,306.52** notwithstanding legally chargeable post charge-off interest, pursuant to the terms of the card member agreement with Bank of America, N.A.
5. As a result of the sale of said account, on **4/20/2007**, **CACH, LLC** and/or its authorized agent, has complete authority to collect, settle, adjust, compromise and satisfy same that Bank of America, N.A. had no further interest in this account for any purpose.
6. That to the best of Affiant's knowledge, information and belief, there were no uncredited payments, just counterclaims or offsets against said debt when sold.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 23<sup>rd</sup> day of NOV, 2007

**BANK OF AMERICA, N.A.**

By:

Bank Officer

Subscribed and sworn to before me this 28<sup>th</sup> day of November, 2007



Cynthia D. Ellis  
Notary Public

## VERIFICATION

I, KARA EGIZI, hereby depose and state that:

The language of the foregoing document is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge.

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

The factual allegations set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief, and they are that MICHAEL JOHNSON owes the balance of \$7,105.59 to CACH, LLC on previously submitted invoices, which balance is due and unpaid as of the date of the execution of this Verification.

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

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

By: Kara Egizi  
Authorized Representative

Dated: 6/25/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2396-CD

CACH, LLC.

VS

MICHAEL E. JOHNSON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 01/14/2009

HEARING:

PAGE: 105059

DEFENDANT: MICHAEL E. JOHNSON  
ADDRESS: 5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 12-17-08 AT 10:18 AM PM SERVED THE WITHIN

COMPLAINT ON MICHAEL E. JOHNSON, DEFENDANT

BY HANDING TO Michael E. Johnson 1 Def.

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

ADDRESS SERVED 5357 Greenville Pike  
Grampian, Pa. 16838

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT FOR MICHAEL E. JOHNSON

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO MICHAEL E. JOHNSON

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105059  
NO: 08-2396-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CACH, LLC.  
vs.  
DEFENDANT: MICHAEL E. JOHNSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HARRISON	10091	10.00
SHERIFF HAWKINS	HARRISON	10091	32.46

<sup>5</sup> FILED  
03:35pm  
MAR 25 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

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

**FILED** *Any pd.*  
*20.00*  
*3/11/23/61*  
**MAY 01 2009** *ICC @ Notice*  
*to Def.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*2cc Any*  
*(610)*

<b>CACH, LLC.</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff(s),	)	
	)	NO: 2008-02396-CD
vs.	)	
	)	
<b>MICHAEL E JOHNSON</b>	)	PRAECIPE TO ENTER
Defendant(s).	)	JUDGMENT BY DEFAULT
	)	

TO THE PROTHONOTARY:

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

The Complaint was served upon the defendant(s) on **December 17, 2008**. A copy of the proof of service is attached hereto as Exhibit "A".

A copy of the Notice of Intention to take Default mailed to defendant(s) **MICHAEL E JOHNSON** by regular United States mail, postage paid, on **MARCH 27, 2009**, is attached hereto as Exhibit "B".

Assess damages in the amount of **\$ 10531.00** as follows: [a] **\$ 7105.59** principal being sought in the Complaint; [b] and **\$ 1809.30** interest being sought in the Complaint; [c] and reasonable attorney's fees of **\$ 1421.11**, or **\$ 150.00** per hour, [d] and Court Costs of **\$ 95.00**, [e] and Costs of Service of **\$100.00**.

Date: **April 22, 2009**

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

*[Signature]*  
Allan C. Smith, Esq.  
Attorney I.D. No. 204756



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2396-CD

CACH, LLC.

VS

MICHAEL E. JOHNSON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 01/14/2009

HEARING:

PAGE: 105059

COPY

DEFENDANT: MICHAEL E. JOHNSON  
ADDRESS: 5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-17-08 AT 10:18 AM/PM SERVED THE WITHIN

COMPLAINT ON MICHAEL E. JOHNSON, DEFENDANT

BY HANDING TO Michael E. Johnson 1 Def.

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

ADDRESS SERVED 5357 Greenville Pike  
Grampian, Pa. 16838

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT FOR MICHAEL E. JOHNSON

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO MICHAEL E. JOHNSON

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis

Deputy Signature

James E. Davis

Print Deputy Name

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

---

<b>CACH, LLC.</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: <b>2008-02396-CD</b>
vs.	)	
	)	
<b>MICHAEL E JOHNSON</b>	)	
	)	
Defendant(s).	)	

---

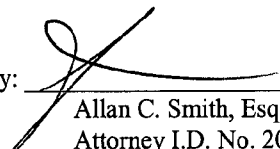
CERTIFICATE OF SERVICE OF  
NOTICE OF INTENT TO FILE  
PRAECIPE TO ENTER JUDGMENT BY DEFAULT

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 **MICHAEL E JOHNSON** by United States mail, postage prepaid and certified mail, on **MARCH 27, 2009** at his/her last address of:

**5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838**

Date: **April 22, 2009**

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

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

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

**Attorney for the Plaintiff**

---

CACH, LLC.	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	
vs.	)	No.: 2008-02396-CD
	)	
MICHAEL E JOHNSON	)	NOTICE OF INTENT TO
	)	FILE PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
	)	

---

**TO:**

MICHAEL E JOHNSON  
5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Lawyer Referral Service**  
**PENNSYLVANIA LAWYER REFERRAL SERVICE**  
**(800) 692-7375**

Dated: March 27, 2009

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

<b>CACH, LLC.</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: <b>2008-02396-CD</b>
vs.	)	
	)	
<b>MICHAEL E JOHNSON</b>	)	
	)	
Defendant(s).	)	

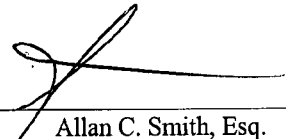
CERTIFICATION OF NON-MILITARY SERVICE

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

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

Date: **April 22, 2009**

By



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

Department of Defense Manpower Data Center

APR-22-2009 13:24:19



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

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

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

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

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

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

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

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

Report ID: ISOUJIKQXM

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

COPY

---

<b>CACH, LLC.</b>	)	COURT OF COMMON PLEAS
	)	CLEARFIELD COUNTY
Plaintiff,	)	
	)	NO: 2008-02396-CD
vs.	)	
	)	
<b>MICHAEL E JOHNSON</b>	)	
	)	
Defendant(s).	)	

---

To: **MICHAEL E JOHNSON**  
**5357 GREENVILLE PIKE**  
**GRAMPIAN, PA 16838**

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

*William L. Shaw* 5/1/09

<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

---

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

Attorney for Plaintiff

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

Plaintiff,

vs.

MICHAEL E JOHNSON  
5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

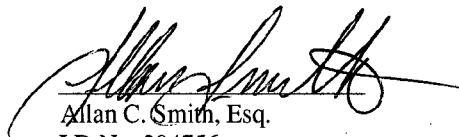
No.: 2008-02396-CD

FILED 300  
M/4/003d Atty  
NOV 28 2011  
William A. Shaw  
Prothonotary/Clerk of Courts  
Smith  
6K

### ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

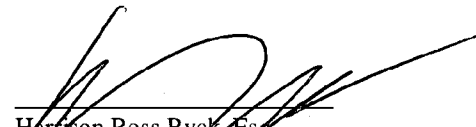
Kindly enter my appearance of behalf of CACH, LLC., the plaintiff in this action.

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

### WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

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

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

Date: November 16, 2011

**FILED**

**NOV 28 2011**

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



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

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor  
Denver, Colorado 80237

Plaintiff(s).

vs.

**MICHAEL E JOHNSON**

5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

Defendant(s).

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-02396-CD

TO THE PROTHONOTARY: ISSUE and INDEX WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania,

(2) against **MICHAEL E JOHNSON** Defendant(s);

(3) and against \_\_\_\_\_ Garnishee(s);

as a lis pendens against the real property of the defendant(s) in the name of the  
Garnishee(s) as follows: (Specifically describe property to be levied upon by Sheriff)

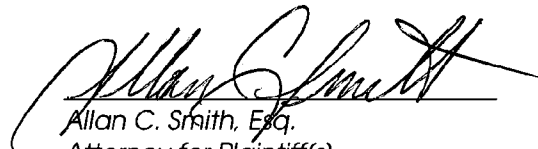
(4) Amount Due \$ 10,531.00

Interest from \_\_\_\_\_

TOTAL \_\_\_\_\_ Plus costs.

Prothonotary costs 135.00

February 02, 2012

  
Allan C. Smith, Esq.  
Attorney for Plaintiff(s)

**FILED**

MJ:3241  
FEB 10 2012

William A. Shaw  
Prothonotary/Clerk of Courts

Atty. cd.  
20.00  
2cc of writs  
to Sheriff

64

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor

Denver, Colorado 80237

*Plaintiff(s),*

vs.

**MICHAEL E JOHNSON**

5357 GREENVILLE PIKE

GRAMPIAN, PA 16838

*Defendant(s),*

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-02396-CD

### **WRIT OF EXECUTION—NOTICE**

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

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

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

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

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

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A  
LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT  
WHERE YOU CAN GET LEGAL HELP.**

**CLEARFIELD COUNTY BAR ASSOCIATION**

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor

Denver, Colorado 80237

Plaintiff(s),

vs.

**MICHAEL E JOHNSON**

5357 GREENVILLE PIKE

GRAMPIAN, PA 16838

Defendant(s).

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-02396-CD

### CLAIM FOR EXEMPTION

TO THE SHERIFF:

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

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

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

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

( ) paid in cash following the sale of the property levied upon or

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

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

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

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

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

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

(Address)

(Phone)

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

Date: \_\_\_\_\_

Defendant: \_\_\_\_\_

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

1 NORTH 2ND STREET  
CLEARFIELD, PA 16830

---

# **WRIT OF EXECUTION**

---

Special instructions for levy at business premises:  
**SEIZE ALL CONTENTS OF EACH CASH REGISTER**

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

**PHONE: (888) 275-6399  
FAX: (215) 428-0740**

**ALLAN C. SMITH, ESQ. P.C.**  
BRISTOL OFFICE CENTER  
1276 VETERANS HIGHWAY, SUITE E-1  
BRISTOL, PA 19007  
215-428-0666 / 888-275-6399

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor  
Denver, Colorado 80237

*Plaintiff(s),*

vs.

**MICHAEL E JOHNSON**

5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

*Defendant(s).*

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No.: 2008-02396-CD

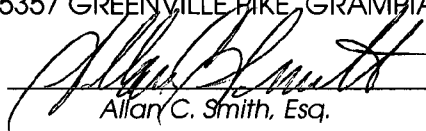
**WAIVER OF WATCHMAN**

BY ORDER OF THE SHERIFF OF CLEARFIELD COUNTY  
COURTHOUSE - CLEARFIELD, PA 16830

SIR: There will be placed in your hands for service a Writ of Execution, styled as follows:

**CACH, LLC.**, Plaintiff vs. **MICHAEL E JOHNSON**, defendant(s),

- (1) The defendant will be found at: 5357 GREENVILLE PIKE, GRAMPIAN, PA 16838

  
Allan C. Smith, Esq.

- (2) If Writ of Execution, state below where Defendant will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach three copies of description (not place of record) together with street and number of the premises.

ANY AND ALL PERSONAL PROPERTY OF THE DEFENDANT LOCATED AT:  
5357 GREENVILLE PIKE GRAMPIAN, PA 16838

- (3) **WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

  
Allan C. Smith, Esq.  
Attorney for Plaintiff

# **ORDER FOR SERVICE**

**DATE:** February 2, 2012

**PROTHY NO.:** 2008-02396-CD

**CASE TYPE:** **WRIT OF EXECUTION**

**TO:** SHERIFF OF CLEARFIELD COUNTY

**FROM:** **ALLAN C. SMITH, ESQ. P.C.**  
The Bucks County Office Center  
1276 Veterans Highway- Suite E-1  
Bristol, Pa 19007

**CACH, LLC.** \_\_\_\_\_  
Plaintiff,

vs.

**MICHAEL E JOHNSON** \_\_\_\_\_  
Defendant.

***SERVE AT:*** *(Must include specific instructions, also must have Apt. Number & Bldg. Number)*

***STREET ADDRESS:*** **5357 GREENVILLE PIKE**

***CITY, STATE & ZIP:*** **GRAMPIAN, PA 16838**

***TOWNSHIP:*** \_\_\_\_\_

***SPECIAL INSTRUCTIONS:*** *(Use other side if necessary)*

\_\_\_\_\_  
ALL PERSONAL PROPERTY TO BE LEVIED ON  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***SERVICE WAS NOT MADE BECAUSE:***  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor  
Denver, Colorado 80237

Plaintiff(s).

vs.

**MICHAEL E JOHNSON**

5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

Defendant(s).

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Docket No. 2008-02396-CD

**WRIT OF EXECUTION**  
TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against: **MICHAEL E JOHNSON**, defendant(s),

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant(s) interest therein, located at: **5357 GREENVILLE PIKE GRAMPIAN, PA 16838**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of *(name of garnishee)*, garnishee(s), *(specifically describe property)* **(All sums due defendant(s) from garnishee(s). All property of defendant(s) possessed by garnishee(s). All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes, especially account numbers)** and to notify the garnishee(s) that:
  - (a) an attachment has been issued;
  - (b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify (him) (her) (them) that (he) (she) (they) has (have) been added as garnishee(s) and are enjoined as above stated.

REAL DEBT	\$ <b>10,531.00</b>
INTEREST	\$ _____ From
COST PAID:	\$ _____
PROTHONOTARY	\$ <u>135.00</u> Prothonotary costs

BY: Willie L. Shaw Date: 2/10/12

SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE	\$ _____



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21427  
NO: 08-2396-CD

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: MICHAEL E. JOHNSON  
Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 2/10/2012

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/2/2012

FILED  
0103981  
APR 02 2012  
William A. Shady  
Prothonotary/Clerk of Court

DETAILS

2/21/2012 @ 1:59 PM SERVED MICHAEL E. JOHNSON

SERVED MICHAEL E. JOHNSON, DEFENDANT, AT HIS RESIDENCE 5357 GREENVILLE PIKE, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL JOHNSON

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 21, 2012 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE WRIT OF EXECUTION, THE DEFENDANT HAS NO PERSONAL PROPERTY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21427  
NO: 08-2396-CD

PLAINTIFF: CACH, LLC  
vs.  
DEFENDANT: MICHAEL E. JOHNSON  
Execution PERSONAL PROPERTY

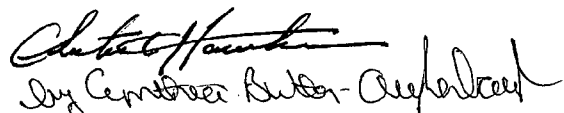
SHERIFF RETURN

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SHERIFF HAWKINS \$62.08

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

**CACH, LLC.**

4340 S. Monaco Street, 2<sup>nd</sup> Floor  
Denver, Colorado 80237

Plaintiff(s).

vs.

**MICHAEL E JOHNSON**

5357 GREENVILLE PIKE  
GRAMPIAN, PA 16838

Defendant(s).

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Docket No. 2008-02396-CD

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TO THE SHERIFF OF CLEARFIELD COUNTY**

To satisfy judgment, interest, and costs against: **MICHAEL E JOHNSON**, defendant(s),

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  - (a) an attachment has been issued;
  - (b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify (him) (her) (them) that (he) (she) (they) has (have) been added as garnishee(s) and are enjoined as above stated.

REAL DEBT                    \$ **10,531.00**  
INTEREST                    \$ \_\_\_\_\_ From  
COST PAID:                    \$ \_\_\_\_\_  
PROTHONOTARY                \$ **135.00** Prothonotary costs

BY *[Signature]* Date: 2/10/12

SHERIFF                    \$ \_\_\_\_\_  
STATUTORY                    \$ \_\_\_\_\_  
COSTS DUE                    \$ \_\_\_\_\_

Received this writ this 10<sup>th</sup> day  
of February A.D. 2012  
At 3:00 A.M./P.M.

*[Signature]*  
S. Sheriff *[Signature]*

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL E. JOHNSON

NO. 08-2396-CD

NOW, April 02, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Michael E. Johnson to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00
SERVICE	9.00
MILEAGE	13.32
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.76
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$62.08</b>

DEBT-AMOUNT DUE	10,531.00
INTEREST @ %	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$10,748.08</b>
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**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	62.08
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$197.08</b>
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<b>TOTAL COSTS</b>	<b>\$10,748.08</b>
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COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**Law Firm of Allan C. Smith, P.C.**

The Bucks County Office Center

1276 Veterans Highway, Suite E-1

Bristol, Pennsylvania 19007

Toll Free: (888) 275-6399 • Fax: (215) 428-0740

Allan C. Smith, Esq.  
Admitted: PA and NY*Of Counsel:*

Corryn Kronnagel, Esq.

Admitted: PA

Ashley Vaivada, Esq.

Admitted: NJ

March 21, 2012

Re: CACV OF COLORADO, LLC. vs. MICHAEL B JOHNSON

Docket No.: 05771 SCSC40756

Dear Sheriff:

A writ of execution has been previously filed in the above matter. Kindly cancel the writ of execution as per our telephone conversation, the defendant does not have any personal property.

Please call me at 1 (888) 275-6399 should you have any questions. Thank you for your attention.

Very truly yours,



Allan C. Smith, Esq.

KP  
Enclosure

FILED

APR 02 2012

William A. Shaw  
Prothonotary/Clerk of Courts