

01-227-CD
PROVIDIAN NATIONAL BANK -vs- KATHRYN D. KNEPP

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 East State Street
P.O. Box 1779
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FILED

FEB 15 2001

William A. Shaw
Prothonotary

PROVIDIAN NATIONAL BANK

Plaintiff

VS.

KATHRYN D KNEPP

Defendant

NO. 01-227-CO

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 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 for any money claimed in the Complaint or for other claims 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 THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 32

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF
ACT#:4428470857004775

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
295 MAIN STREET
TILTON, NH 03276

PLAINTIFF

VS

KATHRYN D KNEPP
314 CLEARFIELD ST
CLEARFIELD, PA 16830-1525

DEFENDANT

NO.

CIVIL ACTION

1. The Plaintiff, PROVIDIAN NATIONAL BANK, is a national banking association organized and existing under and by virtue of the laws of the United States of America. Plaintiff solicits and maintains consumer credit accounts in Pennsylvania and is the owner of this account, which is the subject matter of this action.

2. The Defendant, KATHRYN D KNEPP, has a mailing address at 314 CLEARFIELD ST, CLEARFIELD, PA 16830-1525, .

3. The Defendant is indebted to Plaintiff on the credit account by virtue of charges or cash advances incurred by the Defendant or authorized by the Defendant on a credit card or line of credit

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owned by the Plaintiff bearing account number 4428470857004775.

4. The Defendant requested an account, account number 4428470857004775, which is owned by the Plaintiff, and an Account Agreement was sent to the Defendant. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

5. The Defendant has failed to pay the amount owed in accordance with the Account Agreement and has failed to pay the outstanding debt as agreed.

6. The Defendant is indebted to the Plaintiff in the amount of \$7,141.58 as of 10/11/2000, plus pre-judgment contractual interest at the rate of 8.99% per annum, less payments made.

7. In accordance with the documentation attached as Exhibit "A," Plaintiff is entitled to reasonable attorney's fees, and Plaintiff will incur attorney's fees in the amount of \$1,214.00.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, PROVIDIAN NATIONAL BANK, and against the Defendant in the amount of \$7,141.58, plus pre-judgment interest at the contractual rate of 8.99% per annum from 10/11/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,214.00, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT I- ALTERNATIVE

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.

9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.

10. The Defendant accepted the benefits.

11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue

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and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, PROVIDIAN NATIONAL BANK, and against the Defendant in the amount of \$7,141.58, plus pre-judgment interest at the contractual rate of 8.99% per annum from 10/11/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,214.00, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQUIRE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS REQUIRED THAT WE STATE THE FOLLOWING TO YOU: THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

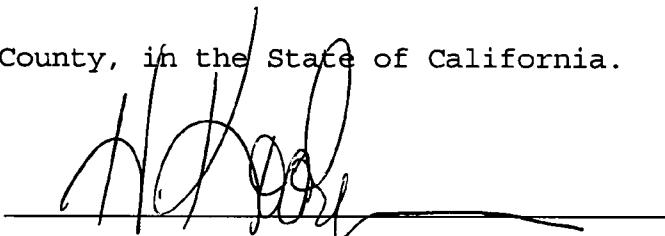
I, HEATHER KOOREMAN, declare that: I am a designated agent of PROVIDIAN NATIONAL BANK, the Plaintiff in this action, and I am duly authorized to make this verification on its behalf. I have read the foregoing complaint and know the contents thereof; that the same is true of my own knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

I declare under penalty of perjury that the foregoing are true and correct.

Executed at Alameda County, in the State of California.

Date

Designated Agent

A handwritten signature in black ink, appearing to read "Heather Kooreman", is written over a horizontal line. The signature is fluid and cursive, with a distinct "H" at the beginning.


EXHIBIT

A

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

Payments. You will receive a monthly statement showing your outstanding balance. Payment on this Account is required in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) for at least the payment due as shown on your statement by the payment due date in accordance with payment instructions on your monthly statement. The back of your statements shows the rules we follow when we post payments. Convenience checks and other checks we 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: 2% 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. Except as described in the **Grace Period for Purchase Balance** section of this Agreement, finance charges begin to accrue on a debit when it is included in one of your daily balances and continue until that balance is reduced by a payment or credit. Your Account has the following balances: The **Purchase Balance**, which consists of your existing Purchase Balance and new purchases you make with your Card and fees for certain optional services; one or more **Custom Cash Advance Balances**, which consists of balances that you transfer to your Account using balance transfer checks and balances that we transfer for you; and the **Cash Advance Balance** which consists of all other cash advances and cash advance transaction fees. Any payment amount we receive that exceeds the finance charges and fees then due will ordinarily be applied first to the Balance with the lowest Annual Percentage Rate (APR), until that Balance is zero, and then to the Balance with the next lowest APR, until that Balance is zero, and then to any remaining Balance. We reserve the right to apply payments differently without further notice.

The Purchase, Custom Cash Advance, 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. Custom cash advances are included in your Custom Cash Advance Balance as follows: funds electronically transmitted to other lenders to transfer balances, as of the date transmitted; checks to transfer balances, as of the date presented to us. Other cash advances are included in your Cash Advance Balance as follows: cash advances from other financial institutions and through Automated Tellers, as of the date made; cash advance checks made payable to you that are identified as cashier's checks and mailed to you at your request, as of seven days after the date we print on the check; all other checks, as of the date presented to us. Other debits are included in your Purchase, Custom Cash Advance, or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase, Custom Cash Advance, and Cash Advance Balances each day and are then posted on the last day of the billing cycle. There is no grace period for custom cash advances or other cash advances.

To figure the daily finance charge for each type of Balance, we start with your previous day's Balance, add all debits and subtract all credits for the current day and multiply the net amount by the applicable daily periodic rate (see following paragraphs). The finance charge for each type of Balance is then added to and included in that day's Balance. We treat a credit balance for any day as zero. We determine the total finance charges on balances for the billing cycle by adding together the finance charges for each type of Balance 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.

Your statement includes an average daily balance for each type of Balance. You can multiply each average daily balance that is not zero by the number of days in the billing cycle and the periodic rate to obtain subtotals, and then add the subtotals together to determine your total finance charges on balances for the billing cycle. If a cash advance transaction fee is charged, that amount is also a finance charge.

The term "Prime Rate" as used in the Agreement means the highest prime rate published in the *Wall Street Journal* on the first business day of the previous calendar month. Any increase or decrease in the Annual Percentage Rate 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 (APR)** for purchases will vary and may be adjusted each billing cycle up to 0.24% above Prime Rate, but will in no event be less than 7.99%. Using this formula, the **APR** for purchases in the April 2000 billing cycle is 8.99%, corresponding to a daily periodic rate of 0.02463%.

You can arrange to have a variable **APR** for custom cash advances that is lower than the weighted average of the non-introductory APR you have been paying on the total balances you have transferred from other credit card, retail, and installment accounts provided your other accounts were open in April 2000. In calculating this **APR** we will take into account the APRs on the credit account balances you have transferred from other lenders. This APR is available only if you provide proof, in the form of copies of your most recent billing statements, showing your other non-introductory APRs. Your new APR will be variable, based on Prime Rate and will take effect in the billing cycle following our review of your proof, but not earlier than the end of your courtesy period. If we do not receive such proof your **APR** for custom cash advances will be as follows: The **ANNUAL PERCENTAGE RATE** for custom cash advances is 23.3%, corresponding to a daily periodic rate of 0.06384%.

The **ANNUAL PERCENTAGE RATE** for cash advances is 23.3%, corresponding to a daily periodic rate of 0.06384%.

If we receive your Account payment late 2 or more times in any 6-month period since October 1, 1999, on each such occurrence we may increase the **APR** for purchases up to a maximum of 18.9% (corresponding to a daily periodic rate of 0.05178%), and increase the **APR** for cash advances and custom cash advances up to maximum of 23.3% (corresponding to a daily periodic rate of 0.06384%). If after you receive the higher rates your payments are received on time and you meet all other terms of this Agreement for 3 consecutive months, you may contact our Customer Service department and, at your request, we will review your Account for a possible APR reduction.

If at this time the APRs in your Account have already increased because you did not meet the existing terms of your Account Agreement, your existing APRs will continue to apply. If you meet all terms of this Agreement for 3 consecutive months and you contact our Customer Service department, we will review your Account for a possible APR reduction. Starting July 2000, however, the APRs described in the preceding paragraph will apply, if your Account payments are received late 2 or more times in any 6-month period since October 1, 1999.

Grace Period for Purchase Balance. New purchases posted to your Account in billing cycles with no previous balance, or when the previous balance was fully paid during the cycle, do not begin to incur a finance charge until the start of the next billing cycle. You will pay no finance charge on such new purchases if you pay the total new balance in full by the payment due date shown on your statement. New purchases posted in any other billing cycle incur a finance charge, and there is no period in which such purchases may be repaid without incurring a finance charge.

Fees. We may charge your Account \$0 for: each Card you ask us to replace; 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 billing cycle within which your Account is delinquent (late charge); and each billing cycle within which your balance exceeds your credit line (overlimit fee), even if your Account is closed. If you request copies of billing statements that were first sent to you more than three months earlier, we may charge a handling fee of \$2 for each such copy. If you request that we make a one-time automatic payment from your personal checking account, we may charge your credit card account a fee of \$4.95 for each request. This fee is a **FINANCE CHARGE**, and it will apply regardless of whether funds are available in your personal checking account to make the payment.

We may charge a transaction fee of 3% (minimum \$5), which is a one-time **FINANCE CHARGE**, on the amount of each cash advance, including cash from financial institutions, and ATMs, wire transfers, money orders, lottery tickets, casino gaming chips, and similar transactions.

Default. You will be in default: if any information you provided us proves to be incomplete or untrue; if you do not comply with any part of this Agreement; upon your death, bankruptcy, or insolvency; if you do not pay other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. If you are in default we may, without further demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and use any remedy we may have. In the event of your default, the outstanding balance on your Account shall 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 is specified from time to time in a separate notice. Your monthly statements show your credit line and the amount of your available credit. We may increase or decrease your credit line based on information we obtained from you or your credit records. Your available credit is normally the difference between your credit line and your 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 certain transactions, available credit may be less. You will not use your Account for, and we may refuse to honor, any transaction which would cause you to exceed your available credit.

Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else use your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and 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 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 (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction is processed, increased by three percent (3%). If a credit is subsequently given for a transaction, it will be decreased by the same percentage. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. You agree to accept the converted amount in U.S. dollars.

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

Personal Information; Documents. You will provide us at least 10 days notice if you change your name, home or mailing address, telephone numbers, employment or income. Upon our request, you will provide us additional financial information. We reserve the right to obtain information from others, including credit reporting agencies, and to provide your address and information about your Account to others. We may also share information with our 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 the 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 theft, and keeping your PIN separate from your Card. If you discover or suspect that your 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 1-800-933-7221. So we can immediately act to limit losses and liability, you will phone us even though you may also notify us in writing. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report or we suspect unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. If your Card is lost or stolen, you will promptly destroy all checks in your possession. To improve customer service and security, you agree that your calls may be monitored or recorded.

Merchant Relations. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or accept your checks, or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card or checks except as required by law. (See Special Rule below.) Certain benefits that are available with the Account are provided by third-party vendors. We are not responsible for the quality, availability, or results of any of the services you 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 on the check, the name of the party to whom it was payable, the name of the person who signed it, and the check number. You will be asked to confirm an oral stop payment order in writing. We may disregard your oral order if we do not receive a signed written confirmation within two weeks after the oral order, or if we have not received an adequate description of the item so that payment can be stopped. The order will not be effective if the check was paid by us before we had a reasonable opportunity to act on the order. We may, without liability, disregard a written stop payment order six months after receipt unless it is renewed in writing.

Standard of Care. Because this Account involves both credit card and check transactions which 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 in 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 checks have been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care which we in good faith will exercise in administering your Account. Because of our limited review, and because neither your cancelled checks nor Card transaction slips will be returned to you with the monthly statement, you should be careful to enter all checks in your check register or otherwise keep a record of them. You should also save your credit card cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us immediately of any unauthorized transactions or errors.

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

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

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

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

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

If you have authorized us to pay your credit card bill automatically from your checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

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

Special Rule for Credit Card Purchases. If you have a problem with the quality of the 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 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.

FILED

100 FEB 15 2001
100 01 1:30 AM City Park
100 William A. Shaw pd. \$0.00
100 Prothonotary

cc Sharpe

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10704

PROVIDIAN NATIONAL BANK

01-227-CD

VS.
KNEPP, KATHRYN D.

COMPLAINT

SHERIFF RETURNS

**NOW FEBRUARY 16, 2001 AT 11:32 AM EST SERVED THE WITHIN COMPLAINT
ON KATHRYN D. KNEPP, DEFENDANT AT RESIDENCE, 314 CLEARFIELD ST.,
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
KATHRYN D. KNEPP A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO**

Return Costs

Cost	Description
19.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

20th Day of February 2001
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,

*Chesler Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

FILED

FEB 20 2001
013144 PM
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

PROVIDIAN NATIONAL BANK *
295 Main Street *
Tilton, NH 03276 *
Plaintiff, *
*
vs. * NO. 01-227-CD
*
KATHRYN D. KNEPP *
314 Clearfield Street *
Clearfield, PA 16830-1525 *
Defendant. *

ENTRY OF APPEARANCE

TO: WILLIAM A. SHAW, PROTHONOTARY

Please enter my appearance as attorney of record for Kathryn D. Knepp,
Defendant in the above-captioned action.

Barbara J. Hugney-Shope
Barbara J. Hugney-Shope, Esquire
23 North Second Street
Clearfield, PA 16830
(814) 765-5155

FILED

MAR 19 2001

Dated: March 19, 2001

William A. Shaw
Prothonotary

FILED

MAR 19 2001
MHS/acc/att/shape
William A. Shaw
Prothonotary
ECD

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

PROVIDIAN NATIONAL BANK

295 Main Street
Tilton, NH 03276

Plaintiff

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*

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vs.

*** NO. 01-227-CD**

*

*

*

KATHRYN D. KNEPP

314 Clearfield Street
Clearfield, PA 16830-1525

Defendant.

*** Type of Case: CIVIL ACTION**

*

*

*** Type of Pleading: ANSWER AND
NEW MATTER**

*

*

*

*** Filed on behalf of: DEFENDANT
KATHRYN D. KNEPP**

*

*

*** Counsel of Record of this Party:
* BARBARA J. HUGNEY-SHOPE, ESQUIRE**

*

*** Supreme Court I. D. No. 26274**

*** 23 North Second Street**

*** Clearfield, PA 16830**

*** (814) 765-5155**

FILED

MAR 19 2001

William A. Shaw
Prothonotary

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

PROVIDIAN NATIONAL BANK	*
295 Main Street	*
Tilton, NH 03276	*
Plaintiff,	*
	*
vs.	* NO. 01-227-CD
	*
KATHRYN D. KNEPP	*
314 Clearfield Street	*
Clearfield, PA 16830-1525	*
Defendant.	*

TO: **PROVIDIAN NATIONAL BANK**
c/o Valerie Rosenbluth Park, Esquire
PARK LAW ASSOCIATES
25 East State Street
P. O. Box 1779
Doylestown, PA 18901

You are hereby notified to file a written response to the enclosed NEW MATTER within twenty (20) days from service hereof or a judgment may be entered against you.

Barbara J. Hugney-Shope
Barbara J. Hugney-Shope, Esquire
Attorney for Defendant
23 North Second Street
Clearfield, PA 16830
(814) 765-5155

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

PROVIDIAN NATIONAL BANK	*
295 Main Street	*
Tilton, NH 03276	*
Plaintiff	*
	*
vs.	* NO. 01-227-CD
	*
KATHRYN D. KNEPP	*
314 Clearfield Street	*
Clearfield, PA 16830-1525	*
Defendant	*

ANSWER AND NEW MATTER

AND NOW, comes the Defendant, KATHRYN D. KNEPP, who files the following Answer and New Matter to the Complaint filed by the Plaintiff, and in support thereof avers as follows:

ANSWER

1. Admitted. In further answer, the Plaintiff made numerous representations to Defendant to influence her decision to transfer a balance on other credit cards to Plaintiff; particularly with regard to the amount of her payments and the interest rate; however, after transferring her balance, Plaintiff changed the terms on Defendant's account without Defendant's input resulting in payments that Defendant could not afford.

2. Admitted.

3. Denied. It is specifically denied that the Defendant is indebted to the Plaintiff for the amount alleged in this Complaint. On the contrary, initially Defendant made all payments required by Plaintiff and as agreed to; however, when Plaintiff increased the monthly amount required from Defendant without Defendant's consent and without consideration of her ability to repay, Defendant was unable to meet these obligations in a timely manner. Further, Defendant made payments on this account for which she received no credit according to Plaintiff's complaint.

4. Denied. Defendant, after reasonable investigation, is without sufficient knowledge or information to form a belief to the truth of this averment and strict proof thereof is demanded at trial. In further answer, Exhibit "A" is dated April 27, 2000, and was not the account agreement provided to Defendant when she initially opened this account.

5. Denied. It is denied that Defendant has failed to pay the outstanding debt as agreed. On the contrary, Defendant was advised that her monthly payments would be \$150.00; however, the Plaintiff arbitrarily and without the consent of Defendant increased her payments to \$500 per month, an amount far in excess of what Defendant has the ability to pay. Further, Plaintiff has failed to give Defendant credit for all payment or payments made by her on this account.

6. Denied. It is denied that Defendant is indebted to Plaintiff in the amount of \$7,141.58. On the contrary, Defendant has made payment or payments since October 11, 2000, for which Plaintiff fails to give her any credit.

7. Denied. Defendant, after reasonable investigation, is without sufficient knowledge or information to form a belief to the truth of this averment and strict proof thereof is demanded at trial.

WHEREFORE, Defendant respectfully request that the Plaintiff's Complaint be dismissed with all costs and attorney's fees assessed to Plaintiff.

COUNT I - ALTERNATIVE

8. No response required. To the extent a response is required, Defendant hereby incorporates paragraphs 1 through 7 of her Answer above as though set forth in full.

9. Admitted.

10. Admitted. In further answer, Defendant accepted the benefits under the terms and conditions verbally represented to her at the time which Plaintiff subsequently changed without Defendant's consent.

11. Denied in part. Defendant accepted benefits under terms and conditions represented by Plaintiff at the time.

12. Admitted. In further answer, Defendant does not deny that some money is owed Plaintiff; however, the amount represented as owed by the Defendant to Plaintiff in this Complaint does not consider payment or payments made to Plaintiff by Defendant; therefore, Defendant requests a full accounting be provided.

NEW MATTER

13. Defendant hereby incorporates Paragraphs 1 through 12 in her Answer above as though set forth in full.

14. Defendant made a payment to Plaintiff on November 10, 2000 by her check No. 1799 in the amount of \$500 for which Plaintiff fails to give her any credit.

15. Defendant has been encountering financial difficulties and currently has no income which she made known to Plaintiff by her several requests to Plaintiff that the payments be lowered with all of such requests being denied.

16. Defendant does not owe Plaintiff \$7,141.58 since Plaintiff has failed to give her the appropriate credit for payment or payments made by Defendant to Plaintiff.

17. Defendant believes and avers that it was unnecessary for Plaintiff to incur any legal fees to collect this account as she has always been willing to pay what she owed; however, Plaintiff has failed or refused to work out a reasonable repayment schedule to allow her to do this.

WHEREFORE, Defendant requests that judgment be entered against the Plaintiff in favor of the Defendant together with costs and attorney's fees.

Respectfully submitted,

Barbara J. Hugney-Shope
Barbara J. Hugney-Shope, Esquire
Attorney for Defendant

VERIFICATION

I verify that the statements made in the foregoing Answer and New Matter are true and correct. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Kathryn D. Knapp
Kathryn D. Knapp

Dated: 03/19/01, 2001

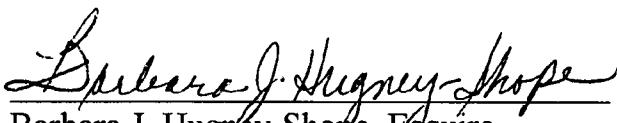
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PROVIDIAN NATIONAL BANK	*
295 Main Street	*
Tilton, NH 03276	*
Plaintiff,	*
	*
vs.	* NO. 01-227-CD
	*
KATHRYN D. KNEPP	*
314 Clearfield Street	*
Clearfield, PA 16830-1525	*
Defendant.	*

CERTIFICATE OF SERVICE

AND NOW, this 19th day of March, 2001, I, Barbara J. Hugney-Shope, Esquire, do hereby certify that I served a certified copy of the **ANSWER AND NEW MATTER** on on the Plaintiff, Providian National Bank, c/o PARK LAW ASSOCIATES, Attorney for the Plaintiff in the above-captioned matter, by depositing the same with the United States Postal Service, postage prepaid, on the 19th day of March 2001, and addressed as follows:

Providian National Bank
c/o PARK LAW ASSOCIATES
Attorney for the Plaintiff
25 East State Street
P. O. Box 1779
Doylestown, PA 18901



Barbara J. Hugney-Shope, Esquire
Attorney for Defendant

BARBARA J. HUGNEY-SHOPE
Attnomey-at-Law
23 N. Second Street
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

NO. 01-227-CD

PROVIDIAN NATIONAL BANK,
Plaintiff,

vs.

KATHRYN D. KNEPP,
Defendant.

ANSWER AND NEW MATTER

FILED

MAR 19 2001

On 3/19/01 by
William A. Shaw
Prothonotary
62B

BARBARA J. HUGNEY-SHOPE

Attnomey-at-Law
23 N. Second Street
Clearfield, PA 16830
(814) 765-5155
FAX (814) 765-2957

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 E. STATE STREET
DOYLESTOWN, PA 18901
(215) 248-5200
ATTORNEY FOR PLAINTIFF

PROVIDIAN NATIONAL BANK : CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
Plaintiff :
VS. :
:
KATHRYN D KNEPP :
:
Defendant : NO. 01-227-CD
PLAINTIFF'S RESPONSE TO NEW MATTER

FILED

APR 02 2001
M/12:55pm
William A. Shaw
Prothonotary
I came to Attn

13. Plaintiff incorporates paragraphs 1 through 12 of it's Civil *Set* Complaint as if the same was said forth here and at length.

14. Admitted in part and denied in part. It is admitted that the Defendant made a payment on November 10, 2000. It is denied that Plaintiff failed to give the Defendant credit for said payment.

15. Denied. Plaintiff after reasonable investigation is without knowledge sufficient to form a belief as to the truth of this averment. By way of further answer, the Defendant's inability to make payments in accordance with the Agreement, is not a valid defense to Plaintiff's contract claim or claim for unjust enrichment.

16. Admitted in part and denied in part. It is admitted that the Defendant does not owe Plaintiff \$7,141.58 since the Defendant owes Plaintiff for principal, interest and attorney's fees which as of this date exceed \$8,000.00. Plaintiff specifically denies

that the Defendant did not receive credit for payment or payments made by the Defendant to Plaintiff.

17. Denied. Plaintiff has been forced to incur legal fees because Defendant has failed to make payments in accordance with the Agreement between Plaintiff and Defendant.

WHEREFORE, Plaintiff respectfully request that this honorable Court enter Judgment in favor of Plaintiff and against Defendant in the amount requested in Plaintiff's Civil Complaint.

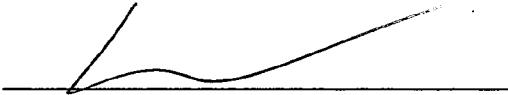
Respectfully submitted,

PARK LAW ASSOCIATES, P.C.

BY: 
VALERIE ROSENBLUTH PARK, ESQ.

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF BUCKS :

Valerie Rosenbluth Park, Esquire, being duly sworn according to law deposes and says that she is the attorney for the Plaintiff in the forgoing matter; that she is authorized to take this Affidavit on its behalf; and that the facts contained in the foregoing Pleading are true and correct to the best of her knowledge, information and belief. Valerie Rosenbluth Park, Esquire further understands that false statements made herein are subject to the penalties of 18 Pa.C.S., §4904, relating to unsworn falsification to authorities.


VALERIE ROSENBLUTH PARK, ESQ.

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 E. State Street
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

PROVIDIAN NATIONAL BANK	:	CLEARFIELD COUNTY
Plaintiff	:	COURT OF COMMON PLEAS
VS.	:	
KATHRYN D KNEPP	:	
Defendant	:	NO. 01-227-CD

CERTIFICATE OF SERVICE

Valerie Rosenbluth Park, Esquire certifies that she is the attorney for the above named Plaintiff in the instant action and that on March 29, 2001, she served a true and correct copy of the Plaintiff's Response to New Matter, by mailing the same by U. S. Mail, postage paid, to the person and at the address set forth below:

Attorney for Defendant
Barbara J. Hugney-Shope, Esquire
23 North Second Street
Clearfield, PA 16830

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQUIRE
ATTORNEY FOR PLAINTIFF

VALERIE ROSENBLUTH PARK, ESQUIRE
ATTORNEY I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 E. STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PROVIDIAN NATIONAL BANK
PLAINTIFF

VS.

KATHRYN D KNEPP
DEFENDANT

NO. 01-227-CD

FILED

MAR 04 2002
01/421/c/c attyShope
William A. Shaw
Prothonotary
E
200

PLAINTIFF'S REQUEST FOR ADMISSIONS AND ACCOMPANYING
INTERROGATORY TO DEFENDANT

TO: KATHRYN D KNEPP
C/O BARBARA J. HUGNEY-SHOPE
23 NORTH SECOND STREET
CLEARFIELD, PA 16830

Pursuant to Pennsylvania Rule of Civil Procedure No. 4014, the undersigned attorneys for hereby request that KATHRYN D KNEPP make the following admissions within 30 days after service, for the purpose of this action only subject to all pertinent objections as to relevancy: Admit to the truth of each of the matters set forth in the Request for Admission included herein; make a written response, sign the same, swear to it, and deliver it to the attorney for the Plaintiff herein within thirty (30) days after the date of the service.

YOU ARE INSTRUCTED:

1. These Requests for Admissions and accompanying Interrogatory are directed to the Defendant, its/his/her officers, employees, agents, servants, assigns, representatives, past and present, and unless privilege is claimed, each and every attorney, past and present, of each and every such individual or entity. As used herein, "Defendant," "you" and "your" means the Defendant to which these Requests for

Admissions and accompanying Interrogatory are addressed, its/his/her officers, employees, agents, servants, assigns, representatives, past and present, and unless privilege is claimed, each and every attorney, past and present, of each and every such individual or entity.

2. These Requests for Admissions and accompanying Interrogatory encompass all information, documents and records that are in the possession, control, or custody of Defendant or any of its officers, employees, agents, servants, attorneys and assigns.

3. If any objections are made to any request for admissions or to the accompany interrogatory, the reasons therefore shall be stated.

4. If there is any claim of privilege relating to any request to admit, or interrogatory, you shall set forth fully the basis for the claim of privilege, including the facts upon which you rely to support the claim of privilege in sufficient detail to permit the court to rule on the propriety of the privilege.

5. If your response to any request is not an unqualified admission, your answer shall specifically deny the matter or set forth in detail the reasons why you cannot truthfully admit or deny the matter.

6. A denial shall fairly meet the substance of the requested admission, and when good faith requires that you qualify your answer or deny only a part of the matter of which an admission is requested, you should specify so much of it as is true and qualify or deny the remainder.

7. You may not give lack of information or knowledge as a reason for failure to admit or deny, unless you state that you have made reasonable inquiry and that the information known to you or readily obtainable by you is insufficient to enable you to admit or deny.

8. These request for admission and interrogatory are continuous in nature and must be supplemented promptly if Defendant obtains or learns further or different information between the date of the response and the time of trial by which Defendant knows that previous response was incorrect when made, or though correct when made, is then no longer true.

9. Unless otherwise indicated, the time period to which these Requests for Admission and Interrogatory are directed is from the date of the account opening through the present.

10. This request seeks the admission of the genuineness of various documents. In some cases, there are printed number and letter codes that run along the bottom of particular documents. In other cases, the word "evidence" and other identification marks may be affixed to the document. Such numbers, letters and identifying words were affixed during the accumulation and copying of the documents for this case and are not to be considered part of the document itself, except for purposes of referencing the document. The request does not seek Defendant's admission regarding the accuracy and genuineness of those numbers and letters, but only of the document on which those numbers and letters have been placed.

11. If you are held or are sued in more than one capacity, or if your answer would be different if answered in any different capacity such as a partner, an agent, corporate officer/director, or the like, then you are required to answer separately in each such capacity.

Further, that pursuant to Pennsylvania Rule of Civil Procedure No. 4019, if at trial or during hearing, a party who has requested admissions as authorized proves the matter which the other party has failed to admit as requested, the Court on Motion may enter an Order passing as costs against the other priority, the reasonable expenses incurred in making such a proof, including attorney's fees.

DEFINITIONS

1. All verbs are intended to include all tenses.
2. References to the singular are intended to include the plural and vice versa.
3. "Any" as well as "all" shall be construed to mean "each and every."
4. "And" as well as "or" shall be construed disjunctively as well as conjunctively, as necessary, in order to bring within the scope of these requests all information that might otherwise be construed to be outside their scope.

5. "Refer to" or "relate to" means constituting, defining, describing, discussing, involving, concerning, containing, embodying, reflecting identifying, stating, analyzing, mentioning, responding to, referring to, dealing with, commenting upon, or in any way pertaining to.

REQUEST FOR ADMISSIONS

1. Do you admit that you were the owner of Plaintiff's Credit Account Number 4428470857004775.

YES

2. Do you admit that you were assigned an account number of 4428470857004775 on your credit account from Plaintiff?

YES

3. Do you admit that at the time you received and accepted your credit account, you agreed to be bound by the terms and conditions printed on both sides of the PROVIDIAN NATIONAL BANK credit agreement? A true and correct copy of said document is attached hereto, made a part hereof and marked Exhibit "P-1".

NO

4. Do you admit that as of 10/11/2000 you were indebted to the Plaintiff in the amount of \$7,141.58?

NO

5. Do you admit that you used Plaintiff's credit account issued to you to obtain goods and/or services?

YES

6. Do you admit that there are no offsets or credits which are due you from the Plaintiff since 10/11/2000 in accordance with the Credit Card Agreement?

NO

7. Do you admit that you had not paid Plaintiff any payments for goods and/or services obtained through the use of the Credit Card Account since 10/11/2000?

NO

8. Do you admit that you agreed to pay Plaintiff a reasonable collection costs or attorney's fees incurred to collect any delinquent or past due balance?

NO

9. Do you admit that Plaintiff's attorney fee of \$1,214.00 requested in Plaintiff's Complaint is a reasonable attorney fee to effectuate collection of the past due balance?

NO

10. Do you admit that pursuant to the terms of your Credit Account Agreement, you agreed to Plaintiff's interest rate which was 8.99% at the time of your default?

NO

11. Do you admit that as of January 25, 2002 you owe a total of \$9,016.79 to Plaintiff which includes the principal amount owed plus interest at the legal rate and attorney fees.

NO

12. Do you admit that there are no facts on which you rely as a basis for any defense in this action?

NO

13. Do you admit that there are no documents, writings, papers, or letters which you intend to utilize as

evidence of or as a basis for any defense in this action?

NO

14. Do you admit that attached hereto, made a part hereof are true and correct copies of the records of the Plaintiff showing the charges and credits incurred through your use of the credit account issued to you. A true and correct copy of said statements are attached hereto, made a part hereof and marked collectively "P-2".

NO

15. Do you admit that pursuant to the terms of your credit account agreement, you agreed to Plaintiff's interest rate which was 8.99% at the time of your default?

NO

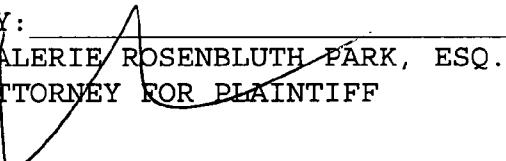
16. Do you admit that each of the documents attached as exhibits to the Plaintiff's Complaint and to the Request for Admissions is a true and correct copy of the original document and is admitted as being genuine and authentic?

NO

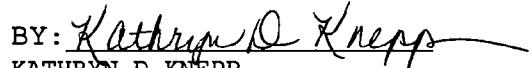
17. Do you admit that each document identified above as an Exhibit is a business record of the Plaintiff for the purpose of its admission into evidence at the trial of this action?

NO

PARK LAW ASSOCIATES, P.C.

BY: 
VALERIE ROSENBLUTH PARK, ESQ.
ATTORNEY FOR PLAINTIFF

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S., Section 4904, relating to unsworn falsification to authorities.

BY: 
KATHRYN D KNEPP
Defendant

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VALERIE ROSENBLUTH PARK, ESQUIRE
ATTORNEY I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 E. STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PROVIDIAN NATIONAL BANK
PLAINTIFF

VS.

KATHRYN D KNEPP
DEFENDANT

NO. 01-227-CD

FILED

INTERROGATORIES

TO: KATHRYN D KNEPP
C/O BARBARA J. HUGNEY-SHOPE
23 NORTH SECOND STREET
CLEARFIELD, PA 16830

MAR 04 2002
01/14/21/04/04
William A. Shaw
Prothonotary

You are hereby required pursuant to Pennsylvania Rule of Civil Procedure No. 4005 and 4006 to answer the following Interrogatories under oath, within thirty (30) days after the service of the Interrogatories. These Interrogatories are deemed to be continuing so as to require further answers from now until the trial without further notice if you learn further information called for herein in accordance with Pennsylvania Rule of Civil Procedure No. 4007. These Interrogatories are addressed to you as a part to this action and your answer shall be based upon the information known to you, your attorney or other representative. If you are held or sued in more than one capacity, or if your answer would be different if answered in any different capacity such as partner, agent, corporate officer or director, or the like, then you are required to answer separately for each such capacity. Said Interrogatories refer to the answers which have been previously given in the Answer to the Request for Admissions, served contemporaneously herewith; each Interrogatory will refer to the numbered Request for Admission.

DEFINITIONS

The term "you" and "your" when used herein, means Defendant, its agents, employees and representatives and all other persons acting or purporting to act on its behalf.

The term "identify" when used herein in connection with natural persons, means to state their full names, titles, and job descriptions if applicable, and their present business and residence addresses, or their last known business and residence address.

The term "Identify" when used herein in connection with documents, means to describe the document (e.g., letter, memorandum, telegram, etc.), setting forth its date, title, author, address, parties, the substance thereof, the number of pages thereof, the identity of all persons contributing to the preparation of the document, and the identity of all persons who have copies of that document.

The term "documents" when used herein, means all original writings of any nature whatsoever, and all non-identical copies thereof, in your possession, custody or control, regardless of where located, and all other documents of which you have knowledge and includes, but is not limited to, contracts, agreements, correspondence, memoranda, internal and external reports, statements, telegrams, notes, schedules, summaries, compilations, working papers, minutes of meetings, calendars, diaries, reports, bank records, checks and payment records, and all writings or documentary material of any nature whatsoever as defined by Pennsylvania Rules of Civil Procedure, together with all attachments thereto or enclosed therewith. In all cases where originals and/or non-identical copies are unavailable, "documents" also mean copies thereof.

1. If Request for Admission 1 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 1.

2. If Request for Admission 2 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 2.

3. If Request for Admission 3 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 3.

~ ANSWER: All contact was by telephone with the offer to consolidate all debts at an interest rate of less than 2% which Defendant accepted. There was no mention of other terms and conditions, nor was the credit agreement marked Exhibit "P-1" provided to Defendant with the credit card. This first time Defendant saw the Providian National Bank credit agreement was when it was attached to a complaint filed by Providian National Bank against the Defendant.

4. If Request for Admission 4 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 4.

ANSWER: The interest rate charged by Providian National Bank was substantially more than what had been represented by telephone. A late charge of \$29.00 was charged when for a balance of \$46.70 when Defendant had not been informed prior to this charge. (Cont'd)

5. If Request for Admission 5 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 5.

6. If Request for Admission 6 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 6.

ANSWER: A payment of \$500 was sent on November 10, 2000 to be applied to this account for which no credit has been given by the Plaintiff to the alleged amount due from the Defendant, nor is there any credit for the \$753.33 as set forth in No. 4. (Cont'd)

7. If Request for Admission 7 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 7.

ANSWER: Payment of \$500 was sent on November 10, 2000.

8. If Request for Admission 8 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 8.

ANSWER: Defendant did not receive the any credit agreement; therefore, made no commitment to pay attorney's fees. Further, attorney's fees are excessive since the amount Plaintiff alleges that Defendant owes is incorrect.

9. If Request for Admission 9 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 9.

ANSWER: Defendant incorporates the response to No. 8 and makes it a part hereof.

10. If Request for Admission 10 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 10.

ANSWER: Defendant never agreed to pay interest at 8.99%. On the contrary, Defendant only accepted the telephone offer when she was assured that the interest rate would be 2.0%. Furthermore, the interest rate on the statements provided to Defendant (Cont'd)

11. If Request for Admission 11 is not admitted, state the facts known to you, direct or indirect, which you contend to be

a basis for denial of Request for Admission 11.

ANSWER: The amount alleged to be due does not credit Defendant with a payment made in November, 2000, charges her \$753.53 for a service that she did not request, charges her interest in excess of what she agreed and she was never made aware of (Cont'd)

12. If Request for Admission 12 is not admitted, state the fully, completely and at length each fact which constitutes the factual basis of such and every defense which you now assert or will assert in this action. Attach hereto, copies of written memoranda which you intend to use as a basis for each and every defense which you may assert.

ANSWER: This has been fully answered in Nos. 4 through 11 above.

13. If Request for Admission 13 is not admitted, attach all documents, writings, papers or letters which were presented to you, your representative or attorney which you intend to utilize as evidence or as a basis for any defense in this matter.

ANSWER: Copy of cancelled check for payment made in November, 2000. Copies of statements from Plaintiff.

14. If Request for Admission 14 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 14.

ANSWER: The statements attached and marked collectively "P-2" are not true and correct as they fail to show a payment made by Defendant in November, 2000, of \$500 and charge Defendant for a protection service that she never ordered and excessive interest.

15. If Request for Admission 15 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 15.

ANSWER: Defendant never agreed to pay 8.99% and was unaware of the terms when she accepted the credit card offered by Plaintiff. Further the interest being charged Defendant was excessive at 23.30%.

16. If Request for Admission 16 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 16.

ANSWER: Defendant cannot admit that the documents attached as exhibits are true and correct. She had no prior knowledge of the Exhibit attached to the complaint represented as a credit agreement and the statements attached hereto are incorrect.

17. If Request for Admission 17 is not admitted, state the facts known to you, direct or indirect, which you contend to be a basis for denial of Request for Admission 17.

ANSWER: Defendant is unable to determine whether this is a business record of the Plaintiff since it does not accurately represent the facts as they are known to the Defendant.

PARK LAW ASSOCIATES, P.C.

BY: Valerie Rosenbluth Park, Esq.
ATTORNEY FOR PLAINTIFF

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S., Section 4904, relating to unsworn falsification to authorities.

BY: Kathryn D Knepp
KATHRYN D KNEPP
Defendant

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ANSWERS TO INTERROGATORIES: (Cont'd)

4. Defendant did not agree to purchase credit protection; however, there are a total of 12 months charged for \$753.53 that makes part of the balance for which Defendant did not request and should be given credit.
6. The interest rate charged was excessive and much greater than what had been represented to Defendant that it would be; therefore, Defendant believes that a credit for the excessive interest is also due her together with any interest charged on the credit protection charge of \$753.53.
10. clearly shows that the interest rate was 23.30%, far in excess of what Defendant had been offered when she accepted the credit card; therefore, Defendant believes that a credit for the excessive interest is also due her.
11. the terms and conditions with regard to late charges and attorney's fees when she accepted the offer for a credit card; therefore, the amount due, if any, is substantially less than the amount alleged by the Plaintiff.



K. D. KNEPP
PH. 814-765-3390
314 CLEARFIELD ST.
CLEARFIELD, PA 16830

60-1676/313
1134318

1799

DATE 11/10/00

PAY TO THE ORDER OF Providence

1 \$500.00

One Hundred and ~~30~~ ⁰⁰/₁₀₀ DOLLARS **6**

CSB

MAIN OFFICE: CHEWENSBURG, PA 15833

ХД Клерк

MC19

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11-15-00 1799 \$500.00

FBI-PHILA*RCPC
090305359 0310-0004-0
090305359 11-15-00

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1/13/21 1663121 0601

43417950

FROM THE
E OF A

11-15-00 1799 \$500.00

Item Count: 3 Amount Total: \$367.39

COPY OF ORIGINAL

FILED

MAR 04 2002

Q114211cc-att
William A. Shaw
Prothonotary



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

PROVIDIAN NATIONAL BANK *
Plaintiff, *
*
vs. * NO. 01-227-CD
*
*
KATHRYN D. KNEPP *
Defendant. *

CERTIFICATE OF SERVICE

AND NOW, this 4th day of March, 2002, I, Barbara J. Hugney-Shope, Esquire, do hereby certify that I served a certified copy of the DEFENDANT'S ANSWERS TO PLAINTIFF'S INTERROGATORIES and DEFENDANT'S RESPONSE TO PLAINTIFF'S REQUEST FOR ADMISSIONS AND ACCOMPANYING INTERROGATORY filed in the above-captioned matter on Valerie Rosenbluth Park, Esquire, Attorney for Plaintiff in the above-captioned matter, by depositing the same with the United States Postal Service, postage prepaid, on the 4th day of March, 2002, at the following address:

Valerie Rosenbluth Park, Esquire
Attorney for Plaintiff
PARK LAW ASSOCIATES, P. C.
25 E. State Street
Doylestown, PA 18901

FILED

MAR 05 2002
01/19/2002 ccatt/Shop
William A. Shaw
Prothonotary

Barbara J. Hugney-Shope
Barbara J. Hugney-Shope, Esquire
Attorney for the Defendant
23 North Second Street
Clearfield, PA 16830

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 E. State Street
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

FILED
m 1:20 AM Cert. to other
copy to (15)
OCT 12 2024

OCT 19 2004

CLEARFIELD COUNTY, COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff
VS

KATHRYN D KNEPP
Defendant NO. 01-227-CD

PRAECLPSE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above captioned matter settled, discontinued and ended upon payment of your costs.

PARK LAW ASSOCIATES, P.C.

BY.

VALERIE ROSENBLUTH PARK, ESQUIRE

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

CIVIL DIVISION

Providian National Bank

Vs. **No. 2001-00227-CD**
Kathryn D. Knepp

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 19, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$109.35 have been paid in full by Attorney .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of October A.D. 2004.

William A. Shaw, Prothonotary