



BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19380

(610) 696-2120

Attorney for Plaintiff

BANK OF AMERICA, N.A., (USA)  
4161 Piedmont Parkway, Greensboro, NC 27410  
Plaintiff

v.

JOY E. KEPPLER  
850 Treasure Lake #5921, Du Bois PA 15801-9020  
Defendant

: IN THE COURT OF COMMON PLEAS  
:  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 04-322-C  
:  
: CIVIL ACTION - LAW

### COMPLAINT 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 (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 claim 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 any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

LAWYER REFERENCE AND  
INFORMATION SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

**FILED**

56552

MAR 05 2004

William A. Shaw  
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.

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West Chester, PA 19382

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Attorney for Plaintiff

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BANK OF AMERICA, N.A., (USA)

4161 Piedmont Parkway, Greensboro, NC 27410

Plaintiff

v.

JOY E KEPPLE

850 Treasure Lake #5921, Du Bois PA 15801-9020

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO.

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### **Complaint**

1. The plaintiff is Bank of America, N.A. (USA) with place of business located at 4161 Piedmont Parkway, Greensboro, North Carolina.

2. The defendant is Joy E. Kepple, who resides at 850 Treasure Lake #5921, DuBois, Clearfield County, Pennsylvania.

3. At the defendant's request, plaintiff issued the defendant a credit card bearing account number 4356023004221853 for the defendant's use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. A true and correct copy of the terms and conditions of the account is attached hereto and marked Exhibit A

4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit cards. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

5. The defendant utilized the credit cards by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including late and/or finance charges. The balance due for the charges made by the defendant including any late or finance charges is \$13,019.85.

6. Defendant did not pay the balance due upon receipt of the billing statements and is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$13,019.85, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff seeks recovery of attorneys fees in the sum of \$2,603.97.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$13,019.85, attorneys fees in the sum of \$2,603.97 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

BY: \_\_\_\_\_  
Burton Neil, Esquire  
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.



- Ground Finance Charge on Cash Advances;
- Periodic Finance Charge on Promotional Balances (see below);
- Cash Advance Fees; and
- Any Minimum Finance Charge as shown in your Additional Disclosure.

**Cash Advances Fee** For each Cash Advance, a Cash Advance Fee, a one-time Finance Charge in the amount described in the Additional Disclosure, will apply to the advance. When you obtain an ATM Advance, the ATM owner may charge you a fee for the transaction in addition to our Cash Advance Fee. We have no control over the ATM owner's fee.

**Periodic Rate** The Periodic Rate and the corresponding Annual Percentage Rate are shown in the Additional Disclosure. Those rates are used to calculate the periodic Finance Charge on your Account each month.

**Any Periodic Rate** that is a variable rate may increase or decrease each calendar quarter. If the rate increases, your Finance Charge will increase and your Minimum Payment Due may be greater.

From time to time, we may offer promotional rates on certain transactions. The Annual Percentage Rate and the types of transactions to which it will apply will be described in the promotional offer we make.

#### Payment Performance

At our option, if at any time we do not receive at least your Minimum Payment Due by the 31st day after the Payment Due Date for that payment, the Annual Percentage Rate on your existing balance will may new transactions with a 19.9% minimum for Cash Advances and any Old Balance). The current Annual Percentage Rate and corresponding Daily Periodic Rate are shown in the Additional Disclosure. This is a variable rate. The higher rate will continue to apply until we receive from you 7 consecutive monthly payments of at least the Minimum Payment Due by the Payment Due Date. After 7 consecutive monthly payments, the Annual Percentage Rate will decrease on the next Billing Date to the then current rate that applies to your Account for timely payment performance, as stated in these terms and conditions or any subsequent amendment.

### HOW WE DETERMINE YOUR AMOUNT SUBJECT TO PERIODIC RATE

Each Account billing statement will describe Account activity during a billing cycle, which is a period of about one month ending on the Billing Date. During a billing cycle, you will have a grace period in which you will not incur additional Finance Charge on the Purchase portion of the Account if we received your full Payment of the New Balance on your prior billing statement by the Payment Due Date on that statement (unless you have a "Non-Grace" product). In which case will have no Grace Period for Purchases. If you pay less than the New Balance, you will owe periodic Finance Charge based on the Average Daily Balance of purchases. For Cash Advances, there is no grace period, and you will owe a periodic Finance Charge based on the Average Daily Balance of Cash Advances. Here's how we determine the periodic Finance Charge: On the Billing Date, we calculate your daily balance by starting with the outstanding balance for each day in the billing cycle. Next, we add any charges and other debits and subtract payments and credits. Then, we multiply that amount by the daily balance. We add all daily balances and divide by the number of days in the billing cycle to arrive at the Average Daily Balance which is the amount subject to periodic rate. (We do this calculation separately for each purchase, and add each periodic finance charge to the daily balance to which it applies. The fees and charges described in the "Other Fees and Charges" section are added to the Purchase daily balance on the date they are assessed.)

For each transaction that has a finance charge, we assess Finance Charge from the Transaction Date. If, however, the Transaction Date precedes the billing cycle Charge from the first day of the billing cycle.

### OTHER FEES AND CHARGES

**Annual Fee** If we charge you a non-refundable Annual Fee, it will be shown in the Additional Disclosure and apply each year that your Account is open, whether or not you use your Account.

**Late Charge** If we do not receive the Minimum Payment Due by the Payment Due Date on your billing statement, we may charge you a Late Charge in the amount shown in the Additional Disclosure.

**Overlimit Fee** If your unpaid balance exceeds your Credit Limit at any time during

returned to us for any reason, we may charge you a Returned Payment Fee in the amount shown in the Additional Disclosure.

**Stop Payment Fee** We may charge you a Stop Payment Fee in the amount shown in your Additional Disclosure for each stop payment that you request on an Account Check you write. You may request a stop payment only if the Account Check has not yet posted to your Account.

**Copy Charge** We may charge you a Fee in the amount shown in your Additional Disclosure for each copy of a billing statement, statement, Account Check or other document you request. If you request a copy of an Account Check or other document, we may charge you a Fee in the amount shown in your Additional Disclosure for each hour of our research services. If your request relates to a billing error, as described below and you follow the procedures described on the back of your billing statement, we will not impose, or will waive, these charges. If we produce documents in response to legal process, we may charge these fees to your Account.

**Collection Costs and Attorney Fees** To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorney fees (including associated costs for attorneys who are employed by us), court costs and all other expenses of enforcing our rights under this Agreement.

### WHEN WE MAY RETURN UNPAID YOUR ACCOUNT CHECKS

- We may reject and return unpaid an Account Check you write because:
- Your Cash Advance Limit has been reached and we would exceed it by paying the check at this time the check is presented to us for payment;
  - Your check is post-dated. If a post-dated check is paid, resulting in another check being returned to you, we are not responsible;
  - The date of your check is more than 6 months old;
  - Your Account is closed or suspended;
  - You are in default or would be so if we paid the check;
  - Your signature or the paper's name or endorsement is missing on the check, or the check appears altered.

If we pay a check under any condition in (a) through (e) above, you must pay us the amount of the check plus applicable fees and charges.

### YOUR LIABILITY

If your name appears on a billing statement, our records show that you are liable for the full balance due on the Account. By using your Account or making a payment on the Account knowing that your name appears on any billing statement, you agree that our records are accurate. In addition, you are liable for the full balance due on a billing statement. In each case described above, you will be individually and jointly liable for all credit extended on the Account.

If you are an Authorized User (discussed below), you are liable for each transaction you make on the Account. An Authorized User's liability does not involve any other liable party under this Agreement for liability for the Authorized User's transactions.

### YOUR PAYMENTS

You promise to pay us for all transactions on your Account, whether they are yours or those of any persons authorized to use your Account, plus all fees, charges and expenses as provided in this Agreement. If an Account payment is made, we will charge its amount to your Account. If you are an Authorized User, you are not promising to pay for transactions made by others. You will indemnify, at our option, unpaid finance charge and other fees and charges.

If a bank, lender or other financing your Account, you will immediately pay it any unpaid Account balance it pays us.

If your legal residence or billing statement address is in a country outside the United States, the government of that country may impose a withholding tax on Finance Charge due on your Account. If you do not pay, we may charge the amount of the tax to your Account.

**Minimum Payment Due** You will pay at least the Minimum Payment Due in the amount shown in your Additional Disclosure by the Payment Due Date on your billing statement.

### OTHER IMPORTANT INFORMATION

**Signature** You must sign the back of your credit card as soon as you receive it. **Unauthorized Credit** This Agreement does not grant us a security interest in Purchases you charge to your Account or any other property you own.

use your Account. Notice to any of you will be considered notice to all of you, you change your name, address or home or business telephone number; if you obtain information from credit reporting agencies and others concerning your accounts. We may also release information about your Account to our affiliates and others such as Visa, MasterCard or your other creditors. You will provide updated financial information upon request.

**Credit Insurance** If you purchase credit insurance (if have your outstanding Account balance insured up to a specified limit in the event of your death, or voluntarily unemployed through our program, your credit insurance premiums will be based on your New Balance on each Billing Date and will appear on your billing statement. Terms and limitations of coverage are in the Certificate of Insurance which the insurance carrier will mail you after it approves your application for insurance.

**Credit Reporting** You have the right to dispute the accuracy of information we have reported to a consumer reporting agency. If you wish to do so, write to us at: P.O. Box 53105, Dept. 74524, Phoenix, AZ 85072-3105. Please include your name, address, account number, telephone number, social security number and a brief description of the problem. If available, please include a copy of the credit report in question.

**Stopping Payment on Account Checks** To stop payment on an Account Check you write, you must call us at the Customer Service number above on the amount of the check; the check number; your Account number; the exact dollar the party to whom the check was written and the name of the person who signed the check.

We will stop payment on the check if we receive your stop payment request by the business day before the day we pay your check. The date we pay the Account Check may be before the date it posts to your Account. The stop payment order will remain effective for 6 months. You may write us to cancel the order at any time.

**Affiliate Information-Sharing** Federal law permits us to share with Bank of America affiliate companies information about you or your Account. In addition, we may share with our affiliates information received from outside sources, including information in your Account application (Outside Information). If you do wish us to share Outside Information, you must write to Bank of America, P.O. Box 27025, Richmond, VA 23261-7025 to do so, and include your name, address, telephone number, Account number(s) and social security number. **Information-Sharing** We carefully select providers of quality products and services to offer you discount savings and other valuable benefits arranged specifically for our cardmembers. For this purpose, we provide them identifying information about your Account, including transaction-category information. If you accept an offer and authorize a product or service provider to charge a purchase to your Account, your Account number is provided under confidential conditions.

If you prefer that we not share information about you, please write us name and Account number, or call the toll-free Customer Service number on your billing statement. When we receive your instructions, we will process them so that we stop any offers from coming to you as soon as operationally possible.

**Authorized Users** You may allow Authorized Users on your Account in the following ways: (1) by notifying us that you want someone added to your Account as an Authorized User; (2) by sending your credit card or Account Number to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your Account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an Authorized User. By doing so, you authorize the person to use your Account to the same extent you can, including that not use your Account. Your Account will not allow you to limit the nature or amount of authority you give to any Authorized User. That person's authority will continue until you notify us that you are terminating the authority and until you physically relieve the credit card. If you cannot relieve the card, you will remain liable for any transactions which we cannot prevent after you notify us. If your credit card is lost or stolen, or if you think your Account is being used without your permission, you must notify us immediately by calling the 24-hour or

### Verification

Constance Curtis is Agent  
(Name of authorized representative) (Title or Position)

for, Bank of America, N.A., the within Plaintiff in this action, and that the statements of fact made in the foregoing Complaint are true and correct to the best of the undersigned verifier's knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 2-19-04

Con D  
Name

Joy E. Kepple  
4356023004221853

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

BANK OF AMERICA, N.A.

Sheriff Docket #

15282

VS.

04-322-CD

KEPPLE, JOY E.

COMPLAINT

**SHERIFF RETURNS**

NOW MARCH 10, 2004 AT 12:00 NOON SERVED THE WITHIN COMPLAINT ON JOY E. KEPPLE, DEFENDANT AT RESIDENCE, 850 TREASURE LAKE #5921, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOY E. KEPPLE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

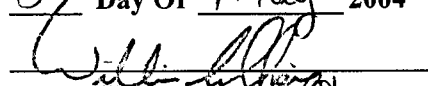
SERVED BY: MCCLEARY

**Return Costs**

Cost	Description
32.25	SHERIFF HAWKINS PAID BY: ATTY CK# 25324
10.00	SURCHARGE PAID BY: ATTY CK# 25325


Sworn to Before Me This

5<sup>th</sup> Day Of May 2004

  
WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

013:30 AM  
MAY 05 2004

William A. Shaw  
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.  
BY: Burton Neil, Esquire  
Identification No. 11348  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120  
ATTORNEY FOR: Plaintiff

BANK OF AMERICA, N.A. (USA)

Plaintiff

VS.

JOY E KEPPLE

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 04-322-CD

: CIVIL ACTION - LAW

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly discontinue the above-captioned action without prejudice.

BURTON NEIL & ASSOCIATES, P.C.

BY: Burton Neil, Esquire  
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

56552

**FILED**

MAY 24 2004

William A. Shaw  
Prothonotary

FILED

m. 1.51.1407 / CC + Cont to Atty  
Copy to C. J.

MAY 24 2004

*[Signature]*

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

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

**Vs.  
Joy E. Kepple**

**No. 2004-00322-CD**

**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 May 24, 2004, marked:

Discontinued, settled and ended.

Record costs in the sum of \$127.25 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 24th day of May A.D. 2004.

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William A. Shaw, Prothonotary