

07-943-CD
Capital One Bank vs Karen L. Demko

Capital One Bank vs Karen Demko
2007-943-CD

Date: 6/2/2009

Clearfield County Court of Common Pleas

User: LMILLER

Time: 03:49 PM

ROA Report

Page 1 of 2

Case: 2007-00943-CD

Current Judge: Fredric Joseph Ammerman

Capital One Bank (U.S.A.), N.A. vs. Karen L. Demko

Civil Other-COUNT

Date		Judge
6/14/2007	New Case Filed.	No Judge
	XX Filing: Complaint in Civil Action Paid by: Morris, Gregg L. Esq (attorney for Capital One Bank) Receipt number: 1919384 Dated: 6/14/2007 Amount: \$85.00 (Check) No CC., 1 CC shff.	No Judge
10/29/2007	XX Sheriff Return, October 29, 2007 After diligent search I returned the within Complaint "NOT FOUND" as to Karen L. Demko. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Patenaude \$41.87	No Judge
3/9/2009	XX Filing: Reinstate Complaint Paid by: Morris, Gregg L. Esq (attorney for Capital One Bank (U.S.A.), N.A.) Receipt number: 1928434 Dated: 3/9/2009 Amount: \$7.00 (Check) For: Capital One Bank (U.S.A.), N.A. (plaintiff) Filed by s/ Gregg L. Morris, Esquire. No CC; 1 Compl. Reinstated to Sheriff	No Judge
3/17/2009	XX Sheriff Return, NOW, this 17th day of March 2009 at 1:50 pm Served the within Complaint on Karen L. Demko by handing to Karen L. Demko. So Answers, Chester A. Hawkins, Sheriff by s/George F. DeHaven, deputy.	No Judge
4/3/2009	XX Certificate of Service, filed. That on 4/3/09 served a true and accurate copy Preliminary Objections to Plaintiff's Reinstated Complaint in the above-captioned matter by first class mail by Greg L. Morris Esq., filed by s/ Nancy L. Datres Esq. No CC.	No Judge
	XX Preliminary Objections to Reinstated Complaint, filed by s/ Nancy L. Datres, Esquire. 4CC Atty. Datres	No Judge
4/24/2009	XX Amended Complaint, filed by s/ Gregg L. Morris, Esquire. No CC	No Judge
4/27/2009	XX Certification of Service, filed. That a true and correct copy of Plaintiff's Interrogatories (set I) Addressed to Defendant Karen L. Demko were mail on April 22, 2009 to Nancy Datres, filed by s/ Gregg L. Morris Esq. No CC.	No Judge
	XX Request for Admissions Addressed to Defendant, Karen L. Demko, filed by s/ Gregg L. Morris Esq. No CC.	No Judge
5/12/2009	XX Preliminary Objections, filed by Atty. Datres 4 Cert. to Atty.	No Judge
	XX Certificate of Service, on May 12, 2009, a copy of Preliminary Objections to Plaintiff's Amended Complaint was served upon Gregg L. Morris, Esquire, by first class mail. filed by s/ Nancy L. Datres, Esquire. 1CC Atty. Datres	No Judge
5/19/2009	XX Motion to Stay Pre-Complaint discovery Requests, filed by s/ Nancy L. Datres, Esquire. 4CC Atty. Datres	No Judge
5/20/2009	XX Order, this 19th of May, 2009, Motion for Protective Order is Granted, and that all discovery of defendant shall be deferred until 10 days after Defendant's pending Preliminary Objections have been decided by this Court by The Court, /s/ Fredric J. Ammerman, Pres. Judge 4CC Atty. Datres	Fredric Joseph Ammerman
5/21/2009	XX Certificate of Service, filed. That on 5/20/2009 served a true and accurate copy of Defendant's Motion to Stay Pre-Complaint Discovery Pending Determination of Defendant's Preliminary Objections by first class mail to Gregg L. Morris Esq., filed by s/ Nancy L. Datres Esq. 1CC Atty Datres.	No Judge
5/26/2009	XX Plaintiff's Answer to Defendant's Motion for Protective Order, filed by s/ Gregg L. Morris Esq. No CC.	Fredric Joseph Ammerman

Date: 6/2/2009
Time: 03:49 PM
Page 2 of 2

Clearfield County Court of Common Pleas
ROA Report
Case: 2007-00943-CD
Current Judge: Fredric Joseph Ammerman
Capital One Bank (U.S.A.), N.A. vs. Karen L. Demko

User: LMILLER

Civil Other-COUNT

Date	Judge
5/26/2009	Fredric Joseph Ammerman
5/28/2009	Fredric Joseph Ammerman
5/29/2009	Fredric Joseph Ammerman
6/2/2009	Fredric Joseph Ammerman

Order, this 22nd day of May, 2009, upon review of the Defendant's Preliminary Objections to Amended Complaint and Motion to Stay Pre-Complaint Discovery Request, it is Ordered that argument on said motions shall be held on the 19th day of June, 2009 at 2:45p.m. in courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Datres, Morris

Plaintiff's Answer to Defendant's Preliminary Objections to Plaintiff's Amended Complaint, filed by Atty. Morris no cert. copies. (not scanned HD Staples)

Praecipe to Substitute Verification, filed by s/ Gregg L. Morris, Esquire. No CC

Rule 211 Praecipe, filed by s/Gregg L. Morris, Esquire. no CC

6-4-09 X Entry of Appearance

6-5-09 Petition for Continuance - not in file copy

6-5-09 X order, dated 6-4-09

6-9-09 X order, dated 6-8-09

6-11-09 X order dated 6-11-09

7-15-09 X ~~to~~ Sheriff Return - Costs

8-14-09 Order 8-13-09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Defendant(s).

✓
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✓
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✓

FILED ^{02 885.00}
m/11:45am Noce. ^{AAH}
JUN 14 2007 NCCS hfr.

William A. Shaw
Prothonotary/Clerk of Courts

March 9, 2009 Document
Reinstated/~~Reissued~~ to Sheriff/Attorney
for service. *[Signature]*

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,)
)
Plaintiff,) NO.
)
v.)
)
KAREN L DEMKO ,)
)
Defendant.)
)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within 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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

*Court Administrator
Clearfield Co. Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,)	
)	
Plaintiff)	NO.
)	
v.)	
)	
KAREN L DEMKO ,)	
)	
Defendant.)	
)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE BANK, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C. and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

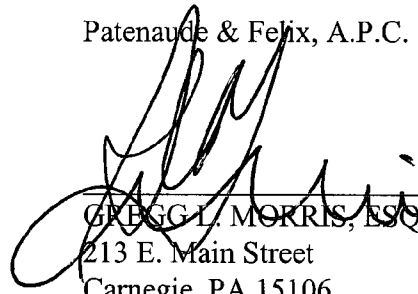
1. Plaintiff, CAPITAL ONE BANK, is a corporation and for the purpose of this litigation, maintaining a place of business c/o Patenaude and Felix, A.P.C., 213 East Main Street, Carnegie, Pennsylvania 15106.
2. Defendant is KAREN L DEMKO , an adult individual, believed to currently reside at 1059 W HANNAH ST APT 1 , HOUTZDALE, PA 16651.
3. Defendant(s) obtained extensions of credit on the following open ended credit card account issued by CAPITAL ONE BANK being Account No. 7812602439018207 , for the purchase of goods and services.

4. The Defendant(s) made payments, but has refused to pay, and now refuses to pay the balance due and owing on the aforesaid account in the said sum of \$5,410.83, plus interest and costs. An Affidavit of a representative of CAPITAL ONE BANK is attached hereto as Plaintiff's Exhibit "A" and is incorporated herein by reference.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$5,410.83, plus interest as attached hereto, with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully Submitted:

Patenaude & Felix, A.P.C.



GREGG L. MORRIS, ESQUIRE
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

262.7361
PS

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before me MAISHA DAVIS, who being duly sworn, made oath that he/she is an authorized agent of CAPITAL ONE BANK, F.S.B., and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, DEMKO, KAREN L is/are justly indebted to CAPITAL ONE BANK, F.S.B. in the sum of \$6252.54 Dollars as of 09/29/2006 with 16.90% interest from said date, and reasonable attorney fees, and that the annexed account which is made part hereof is a true and correct statement of said indebtedness. To the best of my knowledge, none of the above named defendant(s) is/are active duty in the military service of the United States or any of its allies as defined in the Soldiers and Sailor's Relief Act of 1940 with amendments.

Given under my hand this 26th day of October, 2006.

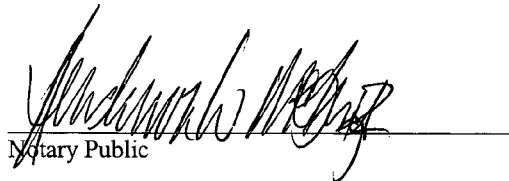


Affiant

Taken, subscribed and sworn to before me, Henderson W. McKenzie II

Notary Public in and for the City/County and State aforesaid, in my City/County

aforesaid this 26th day of October, 2006.


Notary Public

Henderson W. McKenzie II

My commission expires on _____ Notary Public, Gwinnett County, Georgia
My Commission Expires August 2, 2010

A144
PATENAUE & FELIX, A.P.C
7812602439018207

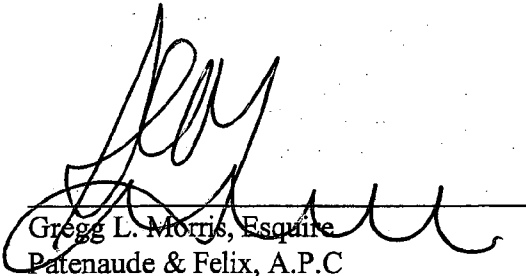
Exhibit "A"

VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102907**

CAPITAL ONE BANK

Case # 07-943-CD

vs.

KAREN L. DEMKO

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

FILED
OCT 29 2007
William A. Shaw
Prothonotary/Clerk of Courts

NOW October 29, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KAREN L. DEMKO, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	14181	10.00
SHERIFF HAWKINS	PATENAUDE	14181	31.87

Sworn to Before me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

GREGG L. MORRIS, ESQ.
PATENAUDE & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID#69006

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

JUN 14 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff,

v.

KAREN L DEMKO ,

Defendant(s).

)
)
) NO. 07-943-CD
)
)
)
)
)
)
)

COMPLAINT IN CIVIL ACTION

Filed on behalf of:
CAPITAL ONE BANK,
Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 East Main Street
Carnegie, PA 15106
(412) 429-7675

I HEREBY CERTIFY THAT
THIS IS A TRUE AND
CORRECT COPY OF
THE ORIGINAL AS FILED.

Gregg L. Morris
GREGG L. MORRIS, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,)	
)	
Plaintiff,)	NO.
)	
v.)	
)	
KAREN L DEMKO ,)	
)	
Defendant.)	
)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within 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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

*Court Administrator
Clearfield Co. Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,)
)
Plaintiff) NO.
)
v.)
)
KAREN L DEMKO ,)
)
Defendant.)
)

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE BANK, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C. and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

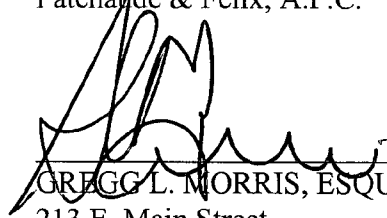
1. Plaintiff, CAPITAL ONE BANK, is a corporation and for the purpose of this litigation, maintaining a place of business c/o Patenaude and Felix, A.P.C., 213 East Main Street, Carnegie, Pennsylvania 15106.
2. Defendant is KAREN L DEMKO , an adult individual, believed to currently reside at 1059 W HANNAH ST APT 1 , HOUTZDALE, PA 16651.
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WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$5,410.83, plus interest as attached hereto, with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully Submitted:

Patenayde & Felix, A.P.C.



GREGG L. MORRIS, ESQUIRE
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

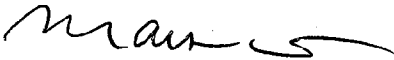
762.7761
PS

STATE OF GEORGIA

COUNTY OF GWINNETT

Personally appeared before me MAISHA DAVIS, who being duly sworn, made oath that he/she is an authorized agent of CAPITAL ONE BANK, F.S.B., and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, DEMKO, KAREN L is/are justly indebted to CAPITAL ONE BANK, F.S.B. in the sum of \$6252.54 Dollars as of 09/29/2006 with 16.90% interest from said date, and reasonable attorney fees, and that the annexed account which is made part hereof is a true and correct statement of said indebtedness. To the best of my knowledge, none of the above named defendant(s) is/are active duty in the military service of the United States or any of its allies as defined in the Soldiers and Sailor's Relief Act of 1940 with amendments.

Given under my hand this 26th day of October, 2006.

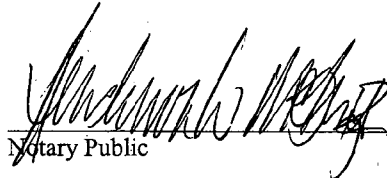


Affiant

Taken, subscribed and sworn to before me, Henderson W. McKenzie II

Notary Public in and for the City/County and State aforesaid, in my City/County

aforesaid this 26th day of October, 2006.


Notary Public

Henderson W. McKenzie II

My commission expires on Notary Public, Gwinnett County, Georgia
My Commission Expires August 2, 2010

A144
PATENAUDE & FELIX, A.P.C
7812602439018207

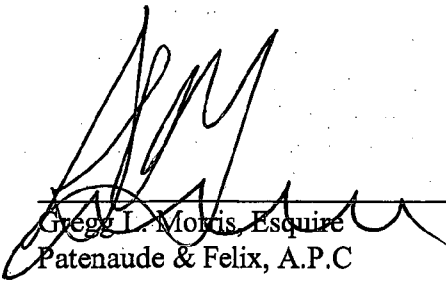
Exhibit "A"

VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

~~Document
Reinstated/Reissued to Sheriff/Attorney
for service.~~

~~Deputy Prothonotary~~

~~PA_159 Prep to Reinst Cmplt~~

FILED

MAR 09 2009

William A. Shaw
Prothonotary/Clerk of Courts

1 Compl. Reinstated
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, CAPITAL ONE BANK
and against Defendant(s), above named. Thank you.

Respectfully submitted:
Patenau & Felix, A.P.C.

Date: February 20, 2009

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-943-CD

CAPITAL ONE BANK
vs
KAREN L. DEMKO

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 04/08/2009 HEARING: PAGE: 105393

DEFENDANT: KAREN L. DEMKO
ADDRESS: 809 EDWARDS ALLEY, APT 3
OSCEOLA MILLS, PA 16666

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED

03:45 PM
MAR 17 2009

William A. Shaw
Clerk of Courts

SHERIFF'S RETURN

NOW, This 17th Day of March 2009 AT 1:50 AM / PM SERVED THE WITHIN

COMPLAINT ON KAREN L. DEMKO, DEFENDANT

BY HANDING TO KAREN L. DEMKO, DEF

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

ADDRESS SERVED 809 EDWARDS ALLEY Apt # 3

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR KAREN L. DEMKO

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO KAREN L. DEMKO

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answered: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven
Deputy Signature
GEORGE F. DEHAVEN
Print Deputy Name

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

CAPITAL ONE BANK,
Plaintiff

v.

KAREN L. DEMKO,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of Service
*
*
* Filed on Behalf of: Defendant
*
* Counsel of Record for this Party:
* Nancy L. Datres, Esquire
*
* Supreme Court No.: 203226
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA 17201
* (717) 264-2420

⁹FILED NO CC
0/10.59/21
APR 03 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,	:	CIVIL ACTION
Plaintiff	:	
	:	
v.	:	NO: 07-943-CD
	:	
KAREN L. DEMKO,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Nancy L. Datres, Esquire, hereby certify that on the date indicated below, I served a true and accurate copy of Preliminary Objections to Plaintiff's Reinstated Complaint in the above-captioned matter to the following individual by first class mail, postage prepaid:

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106

DATE: 4-3-09

Nancy L. Datres/No
Nancy L. Datres, Esquire
Supreme Ct. ID 203226
MidPenn Legal Services, Inc.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354 ext. 2303

Attorney for Defendant

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

CAPITAL ONE BANK,
Plaintiff

vs.

KAREN L. DEMKO,
Defendant

- *
- *
- * NO.: 07-943-CD
- *
- * Type of Case: Civil
- *
- * Type of Pleading: Preliminary Objections
to Reinstated Complaint
- *
- * Filed on Behalf of: Defendant
- *
- * Counsel of Record for this Party:
- * Nancy L. Datres, Esquire
- *
- * Supreme Court No.: 203226
- *
- * MidPenn Legal Services
- * 230 Lincoln Way East, Suite A
- * Chambersburg, PA 17201
- * (717) 264-2420

FILED *hec*
0/10:59 AM *Ang Datres*
APR 03 2009 *ell*

William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,	:	CIVIL ACTION
Plaintiff	:	
	:	
v.	:	NO: 07-943-CD
	:	
KAREN L. DEMKO,	:	
Defendant	:	

**DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S
REINSTATED COMPLAINT**

Defendant Karen L. Demko, by and through her counsel, Nancy L. Datres, Esq. of MidPenn Legal Services, hereby files these Preliminary Objections to Plaintiff's Reinstated Complaint and avers the following in support thereof:

1. Capital One Bank (hereinafter "Plaintiff") filed a Complaint in this Court against Karen L. Demko, (hereinafter "Defendant") on June 14, 2007, seeking \$5,410.83 for an alleged past-due consumer credit card balance allegedly owed by Defendant to Plaintiff, and seeking an unspecified amount in costs and attorney fees.
2. Based on review of the documents on file with the Clearfield County Prothonotary's Office, it appears that Plaintiff for some reason never proceeded forward with its claim.
3. On March 9, 2009, twenty-one months after filing the complaint, Plaintiff elected to reinstate the Complaint.
4. Defendant was served with the Reinstated Complaint on or about March 17, 2009.

**I. MOTION TO STRIKE/FAILURE OF PLEADING TO CONFORM TO LAW OR
RULE OF COURT – FAILURE TO ATTACH COPY
OF WRITTEN AGREEMENT**

5. Defendant incorporates herein by reference all preceding paragraphs.
6. Whenever a claim is based upon an agreement, the pleading shall state specifically whether the agreement is written or oral. Pa. R.C.P. No. 1019 (h).
7. Plaintiff fails to state in its Complaint whether the agreement, if any, is oral or written. Accordingly, the Complaint fails to comply with Pa. R.C.P. No. 1019 (h).
8. Whenever a claim is based upon a written agreement, the pleader shall attach a copy of the written agreement or the material part thereof to the pleading. Pa. R.C.P. No.1019 (i).
9. Based on general acceptable trade practices of the credit card industry, it is reasonable to presume that an agreement, if any, would have been written, not an oral agreement.
10. Case law further expounds upon the requirements of Pa. R.C.P. No. 1019 (i) as that rule relates specifically to consumer debt collection lawsuits. *See Atlantic Credit and Finance, Inc. v. Giuliana*, 829 A.2d 340,345 (Pa.Super. 2003) (holding that the failure to attach the writing upon which the claim was based is fatal to the claim set forth in the complaint); *Unifund CCR Partners v. Vo*, No. 08-3966 (Pa.Com.Pl. Philadelphia, 2009) (holding that a plaintiff must also attach to the complaint the interest rates and fees (Schumer Box) that the parties agreed to); *FIA Card Services, N.A. v Kirasic*, No. AR06-9360 (Pa. Com. Pl. Allegheny, Nov. 7, 2007) (holding that plaintiff must attach the original written terms as well as the amended terms and the dates the amended terms were applicable if plaintiff is seeking finance charges, late fees, and similar fees); *Worldwide Asset Purchasing, LLC v. Stern*, 153 P.L.J. 111 (2004) (holding that copy of the original terms and amended terms must be attached to complaint).

11. Clearly, such writings are essential to Plaintiff's case. However, Plaintiff fails to attach a copy of a written agreement or anything remotely resembling a signed written consumer credit card agreement.

12. Because the Plaintiff fails to attach a copy of the written document(s) upon which its claim is based, the Complaint fails to comply with Pa.R.C.P. No.1019 (i).

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Complaint.

**II. MOTION TO STRIKE/FAILURE OF PLEADING TO CONFORM TO LAW
OR RULE OF COURT – NOT A REAL PARTY IN INTEREST**

13. Defendant incorporates herein by reference all preceding paragraphs.

14. Pennsylvania Rules of Civil Procedure require all actions to be prosecuted by and in the name of the real party in interest. Pa. R.C.P. No. 2002(a).

15. Plaintiff alleges in ¶ 3 of its Complaint that Defendant obtained a credit card from Plaintiff and that Plaintiff issued a credit card to Defendant.

16. Plaintiff, however, fails to attach to its Complaint a copy of a writing demonstrating any contractual privity between Defendant and Plaintiff. Rather, Plaintiff appears to be asking the Defendant and this Honorable Court to accept on blind faith that Plaintiff entered into an agreement with Defendant and that contractual privity between the two parties exists.

17. When suit is brought against a defendant, a defendant is entitled to proof that the plaintiff is the owner of the claim against him with the right to bring suit against the defendant. This protection must be afforded a defendant. Otherwise, the defendant might find himself subjected to multiple lawsuits filed by multiple parties as to the same claim.

See Produce Factors Corp. v. Brown, 179 A.2d 919 (Pa. Super. 1963); *Brown v. Esposito*, 42 A.2d 93 (Pa. Super. 1945).

18. The requirement of Pa. R.C.P. No. 2002 takes on even greater import given the enormity of today's debt-buying industry wherein a defendant may be sued by the original creditor or sued by any number of subsequent entities who may have purchased *or allege to have purchased* a past-due debt from an original creditor.
19. Here, Plaintiff fails to attach and fails to aver anything in its complaint showing that Plaintiff is the original creditor or a subsequent purchaser of the alleged original debt with contractual privity between Plaintiff and Defendant.
20. Because the Complaint fails to establish Plaintiff as a real party in interest with the right to bring suit against the Defendant, the Complaint fails to comply with Rule 2002(a).

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Complaint.

III. MOTION TO STRIKE/INSUFFICIENT SPECIFICITY OF PLEADING

21. Defendant incorporates herein by reference all preceding paragraphs.
22. It is well settled through case law that Pennsylvania is a fact-pleading state.
23. The Pennsylvania Rules of Civil Procedure also establish that Pennsylvania is a fact-pleading state. The "material facts" on which a cause of action is based shall be stated in a concise and summary form in all pleadings. Pa.R.C.P. No. 1019(a).
24. A defendant is entitled to know the dates and amounts of specific transactions which support the Plaintiff's claims, dates and amounts of all charges, dates and amounts of all payments received, and dates and amounts of interest and all fees such that defendant is

able to determine how Plaintiff arrived at the amount Plaintiff is seeking. *See Atlantic Credit and Finance, Inc. v. Guiliana*, 829 A.2d 340, 345 (Pa.Super. 2003); *Unifund CCR Partners v. Vo*, No. 08-3966 (Pa.Com.Pl. Philadelphia, 2009); *FIA Card Services, N.A. v Kirasic*, No. AR06-9360 (Pa.Com.Pl. Allegheny, Nov. 7, 2007); and *Worldwide Asset Purchasing, LLC v. Stern*, 153 P.L.J. 111 (2004).

25. Here, the Complaint is entirely devoid of material facts upon which the claim is based.
26. The Complaint fails to state the essential terms and conditions governing the alleged past-due account; fails to state the dates and amounts of all transactions (charges, payments, interest and fees) comprising the alleged balance due; and fails to state whether the terms and conditions were unilaterally changed during the course of the alleged use of the credit card, and if changed, what the changes were and what dates such unilateral changes applied during the course of the alleged use of the alleged credit card.
27. Plaintiff's Complaint consists of a mere four averments, two of which state the parties' respective names and addresses.
28. Plaintiff attaches to its Complaint an Affidavit purportedly provided by an authorized agent of Plaintiff and marked as Exhibit "A". A copy of said Affidavit is attached hereto and incorporated herewith as Defendant's Exhibit "1".
29. The Affidavit, like the Complaint, is entirely devoid of material facts that would enable the Defendant to determine the basis of Plaintiff's claim and determine how Plaintiff arrived at the amount Plaintiff is seeking as an alleged past-due credit card debt.
30. Accordingly, the Complaint fails to comply with Pa. R.C.P. 1019(a).

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Complaint.

IV. MOTION TO STRIKE/IMPROPER VERIFICATION

31. Defendant incorporates herein all preceding paragraphs.
32. Pennsylvania Rules of Civil Procedure require that pleadings containing averments of fact be verified by one or more of the parties filing the pleading. Pa. R.C.P. No 1024(c).
33. Rule 1024 (c) provides two exceptions to this requirement: (1) the party filing the pleading lacks sufficient information and knowledge as to the facts; or, (2) the party filing the pleading is outside the jurisdiction of the court and his/her verification cannot be obtained within the time frame allowed for filing the pleading.
34. Here, the Verification contains verbiage averring that the party is outside the jurisdiction of the Court and verification cannot be obtained within time frame allowed for filing the Complaint. The Verification also provides a line for counsel for Plaintiff to sign. However, no signature appears on the Verification. A copy of said Verification is attached hereto and incorporated herewith as Defendant's Exhibit "2".
35. Given the fact that Plaintiff originally filed the Complaint on June 14, 2007, did nothing for 21 months, and then reinstated the Complaint on March 9, 2009, the averment in the Verification that the party is outside the jurisdiction and therefore verification cannot be timely obtained *rings hollow* to say the least.
36. Counsel for Plaintiff has had at least 21 months to obtain a Verification signed by the party filing the Complaint.
37. Because the Complaint does not contain a Verification bearing any signature let alone the signature of the party filing, the Complaint fails to comply with Rule 1024.

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

Date

BY: Nancy L. Datres 1rj/f1
Nancy L. Datres, Esquire
Supreme Ct. ID 203226
MIDPENN LEGAL SERVICES, INC.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354 ext. 2303

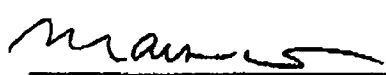
Attorney for Defendant

262.7461
PS

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before me MAISHA DAVIS, who being duly sworn, made oath that he/she is an authorized agent of CAPITAL ONE BANK, F.S.B., and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, DEMKO, KAREN L is/are justly indebted to CAPITAL ONE BANK, F.S.B. in the sum of \$6252.54 Dollars as of 09/29/2006 with 16.90% interest from said date, and reasonable attorney fees, and that the annexed account which is made part hereof is a true and correct statement of said indebtedness. To the best of my knowledge, none of the above named defendant(s) is/are active duty in the military service of the United States or any of its allies as defined in the Soldiers and Sailor's Relief Act of 1940 with amendments.


Given under my hand this 26th day of October, 2006.



Affiant

Taken, subscribed and sworn to before me, Henderson W. McKenzie II

Notary Public in and for the City/County and State aforesaid, in my City/County
aforesaid this 26th day of October, 2006.



Notary Public

Henderson W. McKenzie II
My commission expires on _____ Notary Public, Gwinnett County, Georgia
My Commission Expires August 2, 2010

A144
PATENAUDE & FELIX, A.P.C
7812602439018207

Exhibit "A"

VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: _____

Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

)
)
) NO. 2007-943-CD
)
)
)
)
)
)
)
)
)

**AMENDED COMPLAINT IN
CIVIL ACTION**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED

APR 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within 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 any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

Usted ha sido demandado en corte. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted fall de tomar accion como se describe anteriormente, el caso pude proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad au otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO

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.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSO A PERSONAS QUE CALIFICAN.

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PA 16830
814-765-2641

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

AMENDED COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE BANK , by and through its attorney,
GREGG MORRIS, ESQUIRE and the law offices of PATENAUE & FELIX, A.P.C. and files
the following **Amended Complaint**, and in support thereof aver as follows:

1. Plaintiff, CAPITAL ONE BANK , is a corporation and for the purpose of this
litigation, maintaining a place of business c/o PATENAUE AND FELIX, A.P.C., 213 East
Main St Carnegie, Pennsylvania 15106.
2. Defendant is KAREN L DEMKO, an adult individual, believed to currently reside
at 1059 W HANNAH ST APT 1 HOUTZDALE, PA 16651.
3. Heretofore, the Defendant(s) opened an account with Plaintiff being Account No.
7812602439018207, for the purchase of good and services. See Plaintiff's Exhibit "A"
incorporated herein by reference.
4. The Defendant(s) has/have made or authorized a number of purchases and as of
October 28, 2005, Defendant(s) owes \$5,410.83 on said account plus interest at 16.90 %.

5. Plaintiff maintains accurate books of account recording all credits and debits for this account.

6. Defendant assented to the correctness of the balance by making payments on the account.

7. The Defendant(s) have/has received monthly billing statements from Plaintiff setting forth the nature and amount of all charges made by Defendant(s), and the transactions between Plaintiff and Defendant(s) give rise to an account stated, upon which Plaintiff has relied by continuing to extend credit to Defendant(s). See Plaintiff's Exhibit "A" incorporated herein by reference.

8. The Defendant(s) made payments, but have/has refused to pay, and now refuses to pay the balance due and owing on the aforesaid account in the sum of \$5,410.83, plus interest and costs.

9. By making payments and by failing to object or dispute the statements, Defendant(s) have/has assented to and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

10. Despite repeated demands, Defendant(s) have/has failed to make the required installment payments when due and therefore the full amount of the account is now due and payable.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$5,410.83, plus interest as attached hereto and set forth herein and attorney's fees in the amount of \$0.00 with continuing interest thereon at the legal rate thereon from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Count II
Breach of Contract

11. The averments of paragraphs 1 through 10 are incorporated herein by reference as if the same were set forth herein at length.

12. Defendant opened the aforesaid account. A copy of the billing statements are attached hereto and collectively referred to as Plaintiff's Exhibit "A" and incorporated herein by reference.

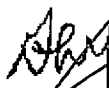
13. Defendant is in default for failing to make payments as due.

14. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

15. Plaintiff avers that counsel for Plaintiff is not a salaried employee of Plaintiff and that such attorney's fees will amount to an amount yet to be determined.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$5,410.83 plus interest as attached hereto and set forth herein and attorney's fees in the amount of an amount yet to be determined with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully submitted:
Patenaude & Felix, A.P.C.



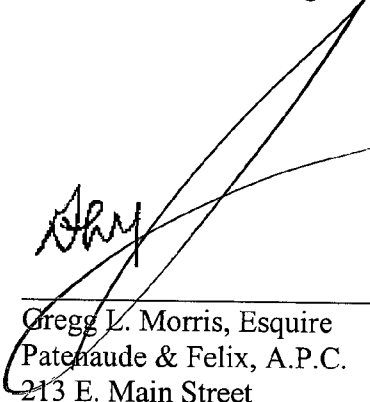
Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Date: April 22, 2009

VERIFICATION

The undersigned, Gregg L. Morris, hereby states that he is the attorney for Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. Counsel has signed the verification at the request of Plaintiff as a matter of time and convenience and because Plaintiff's representative is located outside the jurisdiction of this Court and signature could not be obtained in time to file this pleading. Plaintiff has represented to counsel that there is a debt due and owing from Defendant to Plaintiff in the amount as set forth within the foregoing pleading. Plaintiff has provided counsel with all relevant information in order to allow counsel to sign this verification. Plaintiff agrees to provide a verification signed by Plaintiff upon request by Defendant. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: April 22, 2009



Gregg L. Morris, Esquire
Patehaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up.Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

APR 24 - MAY 23, 2004

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$7,031.00

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE June 18, 2004

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments and Adjustments

Other Charges

1 19 MAY INSTALLMENT LOAN \$7,031.00

Thank you for opening a Capital One® installment loan. We would like to take a moment to remind you of our direct draft service, which makes paying your loan more convenient because monthly payments are automatically deducted from your personal bank account. If you have established direct draft service, you will not need to send your payments via mail, and you will not receive monthly billing statements. If you have not already established direct draft service and are interested in enrolling, please call Customer Relations.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 7031000000000253850

Total New Balance \$7,031.00
Minimum Amount Due \$253.85
Payment Due Date June 18, 2004

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



001478

#9214471658347899# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



PLAINTIFF'S
EXHIBIT

tabbler

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automatic payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automatic payment is returned, Capital One reserves the right to terminate this authorization and your participation therein.

Monthly periodic statements will not be issued to participants in this plan.

© 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automatic payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date.

You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to:

Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

01ILBAK

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAY 24 - JUN 23, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,976.86
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE July 19, 2004

Payments and Adjustments

1	18 JUN	PAYMENT RECEIVED - THANK YOU	\$253.85-
---	--------	------------------------------	-----------

Other Charges

2	04 JUN	ACCOUNT OPENING FEE - FINANCE CHARGE	\$99.00
---	--------	--------------------------------------	---------

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1638A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6976860253850253858

Total New Balance	\$6,976.86
Minimum Amount Due	\$253.85
Payment Due Date	July 19, 2004
Total enclosed	\$
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184
1638A

861700

#9217671658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automatic payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automatic payment is returned, Capital One reserves the right to terminate this authorization and your participation therein.

Monthly periodic statements will not be issued to participants in this plan.

© 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automatic payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date.

You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to:

Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

IMPORTANT INFORMATION

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Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

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The total of any payments applied to your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

011LBAK

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1638A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

JUN 24 - JUL 23, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,819.13
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE August 18, 2004

Payments and Adjustments

1	17 JUL	PAYMENT RECEIVED - THANK YOU	\$253.85-
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At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1409A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6819130253850253857

Total New Balance	\$6,819.13
Minimum Amount Due	\$253.85
Payment Due Date	August 18, 2004
Total enclosed \$	
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184
[Barcode]

001409

#9220671658347896# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
[Barcode]

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automatic payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automatic payment is returned, Capital One reserves the right to terminate this authorization and your participation therein.

Monthly periodic statements will not be issued to participants in this plan.

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You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automatic payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date.

You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to:

Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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1409A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703



PERSONAL LOAN ACCOUNT

781260-2439018207

JUL 24 - AUG 23, 2004

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,662.25

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE September 18, 2004

Payments and Adjustments

1 16 AUG PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1566A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6662250253850253851

Total New Balance \$6,662.25
Minimum Amount Due \$253.85
Payment Due Date September 18, 2004

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



001566



#9223771658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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1566A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

AUG 24 - SEP 27, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,515.26
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE October 22, 2004

Payments and Adjustments

1 18 SEP PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to www.everyvotecounts2004.com to make sure your voice is heard. Every vote counts!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6515260253850253859

Total New Balance \$6,515.26
Minimum Amount Due \$253.85
Payment Due Date October 22, 2004

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002383



#9227271658347898# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 8:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

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If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

SEP 28 - OCT 27, 2004

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,349.58

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE November 22, 2004

Payments and Adjustments

1 07 OCT PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6349580253850253852

Total New Balance \$6,349.58
Minimum Amount Due \$253.85
Payment Due Date November 22, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002368

#9230271658347893# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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2366A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

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Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up.

Your signature here

X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

OCT 28 - NOV 27, 2004

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,185.65
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE December 22, 2004

Payments and Adjustments

1 22 NOV PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6185650253850253850

Total New Balance \$6,185.65
Minimum Amount Due \$253.85
Payment Due Date December 22, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.

P.O. Box 85184
Richmond, VA 23285-5184



002426

#9233371658347898# MAIL ID NUMBER

KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT

NOV 28 - DEC 27, 2004

781260-2439018207

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,017.10

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE January 22, 2005

Payments and Adjustments

1 23 DEC PAYMENT RECEIVED - THANK YOU

\$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6017100253850253850

Total New Balance \$6,017.10
Minimum Amount Due \$253.85
Payment Due Date January 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002227



#9236371658347895# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

011LBAK

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

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Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT

DEC 28, 2004 - JAN 27, 2005

781260-2439018207

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,848.76

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE February 22, 2005

Payments and Adjustments

1 20 JAN PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5848760253850253858

Total New Balance \$5,848.76
Minimum Amount Due \$253.85
Payment Due Date February 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002025

#9202871658347894# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

O1ILBAK

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up.Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the **account from which your monthly payment will be deducted**.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT

781260-2439018207

JAN 28 - FEB 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,932.40

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$507.70

PAYMENT DUE DATE March 22, 2005

Payments and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

In calendar year 2004, you paid \$763.05 toward interest. If you are enrolled in direct draft service, your payment will continue to be automatically deducted from your checking account. If you are not enrolled in direct draft service and are interested in enrolling, please contact our Customer Relations Department at 1-800-955-2115.

At your serviceSend payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

2389A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5932400253850507709

Total New Balance	\$5,932.40
Minimum Amount Due	\$507.70
Payment Due Date	March 22, 2005
Total enclosed	\$
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

002389

#9205871658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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2

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the **account from which your monthly payment will be deducted**.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

FEB 28 - MAR 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,788.03

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$507.70
PAYMENT DUE DATE April 22, 2005

Payments and Adjustments

1 05 MAR PAYMENT RECEIVED - THANK YOU \$253.85-

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Other Charges

2 02 MAR PAST DUE FEE \$35.00

At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5788030253850507709

Total New Balance \$5,788.03
Minimum Amount Due \$507.70
Payment Due Date April 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



002674

#9208671658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAR 28 - APR 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,363.71
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE May 23, 2005

Payments and Adjustments

1	06 APR	PAYMENT RECEIVED - THANK YOU	\$507.70-
2	25 APR	ADJ- ACCOUNT OPENING FEE - FINANCE CHARGE	29.87-

Other Charges

3	30 MAR	PAST DUE FEE	\$35.00
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At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

2508A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5363710507700253859

Total New Balance \$5,363.71
Minimum Amount Due \$253.85
Payment Due Date May 23, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



002508

#9211871658347893# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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KAREN L DEMKO

017

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☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

APR 28 - MAY 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$4,925.45
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE June 22, 2005

Payments and Adjustments

1 06 MAY PAYMENT RECEIVED - THANK YOU \$507.70-

At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

2676A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 4925450507700253856

Total New Balance \$4,925.45
Minimum Amount Due \$253.85
Payment Due Date June 22, 2005
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
[Barcode]

002676

#9214871658347890# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
[Barcode]



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

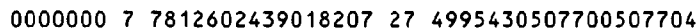
Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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017

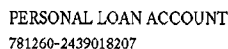
Simply enclose this coupon with your payment for this month and send before your due date. Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service. Please continue to make your monthly payment until you receive your confirmation letter. If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up.

Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a PERSONAL CHECKING ACCOUNT IN YOUR NAME, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



MAY 28 - JUN 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE	\$4,995.43
AMOUNT DUE	\$507.70
PAYMENT DUE DATE	July 22, 2005

Payments and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

5590M




▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

0000000 7 7812602439018207 27 4995430507700507704

Total New Balance	\$4,995.43
Minimum Amount Due	\$507.70
Payment Due Date	July 22, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street		Apt. #
City	State	ZIP
Home Phone		Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217


005590

#9017971658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Financial difficulties?

We can help!

Capital One
what's in your wallet?

**Your account is over
30 days past due.**

- Good credit can be important for getting an apartment, a cell phone or even a job.
- To avoid risk to your credit rating, call 1-800-955-6600 to use our free Check by Phone service.
- If you prefer, simply use the payment coupon below.
- If you have online account access, log on to your account and pay now at www.capitalone.com.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
© 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

041-0404



PERSONAL LOAN ACCOUNT
781260-2439018207

JUN 28 - JUL 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,098.15
AMOUNT DUE \$761.55
PAYMENT DUE DATE August 22, 2005

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments and Adjustments

Other Charges

1 30 JUN PAST DUE FEE \$35.00

12196M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5098150507700761551

Total New Balance \$5,098.15
Minimum Amount Due \$761.55
Payment Due Date August 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
012196

#9020971658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

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Payments

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

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Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up.Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

JUL 28 - AUG 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,203.13
AMOUNT DUE \$1,015.40
PAYMENT DUE DATE September 22, 2005

Payments and Adjustments

Other Charges

1 30 JUL PAST DUE FEE \$35.00

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

11843M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5203130507701015405

Total New Balance \$5,203.13
Minimum Amount Due \$1,015.40
Payment Due Date September 22, 2005

Total enclosed \$

Account Number:

781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



011843



#9024071658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

01ILBAK

27R05 0 0100
11843M
2

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our **free Check by Phone service** by calling 1-800-955-6600.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
KAREN L DEMKO

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

042-0505



PERSONAL LOAN ACCOUNT
781260-2439018207

AUG 28 - SEP 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,308.11
AMOUNT DUE \$5,308.11
PAYMENT DUE DATE October 22, 2005

Payments and Adjustments

Other Charges

1 30 AUG PAST DUE FEE \$35.00

At your service

To call Customer Relations: 1-800-955-2115

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One
Capital One, F.S.B. P.O. Box 30285
P.O. Box 790217 St. Louis, MO 63179-0217 SLC, UT 84130-0285

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

11677M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5308110507705308113

Total New Balance \$5,308.11
Minimum Amount Due \$5,308.11
Payment Due Date October 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
11677M

#9027171658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



IMPORTANT INFORMATION

New Loan and Other Charges

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

01ILBAK

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2

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
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The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR:
KAREN L DEMKO

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One® what's in your wallet?

042-0605



PERSONAL LOAN ACCOUNT
781260-2439018207

SEP 28 - OCT 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE	\$5,410.83
AMOUNT DUE	\$5,410.83
PAYMENT DUE DATE	November 22, 2005

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One
Capital One, F.S.B.	P.O. Box 30285
P.O. Box 790217	SLC, UT 84130-0285
St. Louis, MO 63179-0217	

Payments and Adjustments

Other Charges

1	30 SEP	PAST DUE FEE	\$35.00
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Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

5873M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5410830507705410839

Total New Balance	\$5,410.83
Minimum Amount Due	\$5,410.83
Payment Due Date	November 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
|||

005873

#9030171658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
|||



IMPORTANT INFORMATION

New Loan and Other Charges

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

O1ILBAK

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy Datres, Esq.
211 E Locust St
Clearfield PA 16830

Date: April 22, 2009



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Clearfield

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3cc Atty Kubista

Copy to CIA

~~CLEARFIELD~~
IN THE COURT OF COMMON PLEAS OF CAMERON COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

SHELDON D. WORMUTH,
Plaintiff,

vs.

MICHELLE B. WORMUTH,
Defendant.

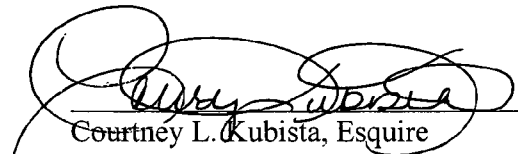
:
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: No. 2007-1328-CD
:
:
:

PRAECIPE TO WITHDRAW APPEARANCE

To the Prothonotary:

Please withdraw my appearance on behalf of SHELDON D. WORMUTH, the
Plaintiff in the above captioned matter.

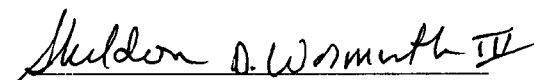
04/21/09
Date


Courtney L. Kubista, Esquire

PRAECIPE TO ENTER APPEARANCE

Please enter my appearance on behalf of myself, Pro Se, in the above captioned
matter.

04/21/09
Date


Sheldon D. Wormuth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

S FILED *No CC.*
m/1848 Lm
APR 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

**CERTIFICATION OF SERVICE
OF PLAINTIFF'S
INTERROGATORIES (SET I)
ADDRESSED TO DEFENDANT,
KAREN L DEMKO**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

CERTIFICATION OF SERVICE
OF PLAINTIFF'S INTERROGATORIES (SET I) ADDRESSED
TO DEFENDANT, KAREN L DEMKO

I, GREGG MORRIS, attorney for Plaintiff, above named, hereby certify that a true and correct copy of **Plaintiff's Interrogatories (Set I) Addressed to Defendant, KAREN L**

DEMKO were served this date by ordinary mail upon the following:

NANCY DATRES
211 E LOCUST ST
CLEARFIELD PA 16830

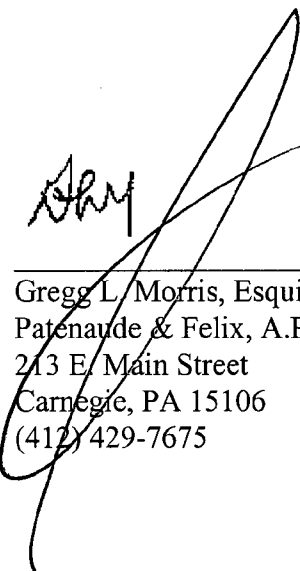
Date: April 22, 2009

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy Datres, Esq.
211 E Locust St
Clearfield PA 16830

Date: April 22, 2009



Gregg L. Morris, Esquire
Patenau & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

FILED No CC
m/11:486m
APR 27 2008
(127)

William A. Shaw

Prothonotary/Clerk of Courts

**REQUEST FOR ADMISSIONS
ADDRESSED TO DEFENDANT,**

KAREN L DEMKO

Filed on behalf of:
CAPITAL ONE BANK ,
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

You are hereby notified to plead to
the enclosed Request for Admissions
within 30 days from service hereof or a
default judgment may be entered against
you.

Gregg L. Morris, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

PLAINTIFF'S REQUEST FOR ADMISSIONS
ADDRESSED TO DEFENDANT, KAREN L DEMKO

You are hereby requested to admit the following, for the purposes of this action only, pursuant to the Rules of Civil Procedure. You are directed to file a sworn answer to this request in compliance with the Rules of Civil Procedure within thirty (30) days after service of this document.

1. The Plaintiff is as identified in the caption of the Complaint in Civil Action filed at the above number and term and incorporated herein by reference.
2. The Defendant is as set forth in caption of the Complaint in Civil Action incorporated herein by reference.
3. Defendant applied for and opened an account with Plaintiff, being Account No. 7812602439018207 (hereinafter "Account") for the purchase of goods and services.
4. The Defendant authorized the purchase of various item(s) of personal property, service(s) or item(s) of merchandise.
5. Defendant received the item(s) of personal property, service(s) or item(s) of

merchandise as set forth in the billing statements dated April 24, 2004 through October 27, 2005 attached to the Amended Complaint in Civil Action filed at the above number and term as Plaintiff's Exhibit "A" and incorporated herein by reference.

6. The credits or prices charged by Plaintiff were those which Defendant agreed to pay.

7. The credits or prices charged by Plaintiff were fair, reasonable and market prices for the item(s) or services at the time they were delivered or received by Defendant.

8. There remains an unpaid balance due on the Account.

9. Defendant, received monthly billing statements from Plaintiff.

10. Defendant retained those statements without objection, and made payments to Plaintiff.

11. The unpaid balance due is as more fully set forth in the prayer of the Complaint in Civil Action which has been incorporated herein by reference.

Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: April 22, 2009

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

VERIFICATION

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 do verify that [] I am the defendant in the above entitled matter [] I am an authorized representative of the Defendant in the above matter (having set forth my relationship with the Defendant in the spaces below the signature line which are incorporated herein by reference and that the facts set forth in the annexed Response to Plaintiff's Request for Admissions are true and correct to the best of my knowledge, information and belief.

Name: _____

Address: _____

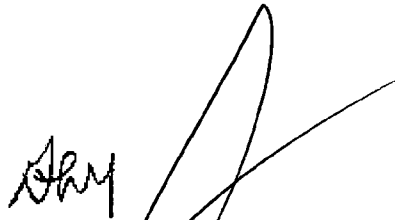
Telephone #: _____

Title: _____

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy Datres, Esq.
211 E Locust St
Clearfield PA 16830

Date: April 22, 2009



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

UP

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

CAPITAL ONE BANK,
Plaintiff

vs.

KAREN L. DEMKO,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary Objections
* to Amended Complaint
*
* Filed on Behalf of: Defendant
*
* Counsel of Record for this Party:
* Nancy L. Datres, Esquire
*
* Supreme Court No.: 203226
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA 17201
* (717) 264-2420

FILED th

MAY 12 2009

0/11:50/

§ William A. Shaw
Prothonotary/Clerk of Courts

4 sent to Ann

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

CAPITAL ONE BANK,	:	CIVIL ACTION
Plaintiff	:	
	:	
v.	:	NO: 07-943-CD
	:	
KAREN L. DEMKO,	:	
Defendant	:	

**DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S
AMENDED COMPLAINT**

Defendant Karen L. Demko, by and through her counsel, Nancy L. Datres, Esq. of MidPenn Legal Services, hereby files these Preliminary Objections to Plaintiff's Amended Complaint and avers the following in support thereof:

**I. MOTION TO STRIKE/FAILURE OF PLEADING TO CONFORM TO LAW OR
RULE OF COURT – FAILURE TO ATTACH COPY
OF WRITTEN AGREEMENT**

1. Whenever a claim is based upon a written agreement, the pleader shall attach a copy of the written agreement or the material part thereof to the pleading. Pa. R.C.P. No.1019 (i).
2. Case law further expounds upon the requirements of Pa. R.C.P. No. 1019 (i) as that rule relates specifically to consumer debt collection lawsuits. *See Atlantic Credit and Finance, Inc. v. Giuliana*, 829 A.2d 340,345 (Pa.Super. 2003) (holding that the failure to attach the writing upon which the claim was based is fatal to the claim set forth in the complaint); *Unifund CCR Partners v. Vo*, No. 08-3966 (Pa.Com.Pl. Philadelphia, 2009) (holding that a plaintiff must also attach to the complaint the interest rates and fees [Schumer Box] that the parties agreed to); *FIA Card Services, N.A. v Kirasic*, No. AR06-9360 (Pa. Com. Pl. Allegheny, Nov. 7, 2007) (holding that plaintiff must attach the original written terms as

well as the amended terms and the dates the amended terms were applicable if plaintiff is seeking finance charges, late fees, and similar fees); Worldwide Asset Purchasing, LLC v. Stern, 153 P.L.J. 111 (2004) (holding that copy of the original terms and amended terms must be attached to complaint).

3. Clearly, such writings are essential to Plaintiff's case. Indeed, a signed written customer agreement constitutes the very foundation of the cause of action Plaintiff attempts to set forth in its Amended Complaint.
4. Plaintiff fails to attach a copy of a signed written agreement, a signed written application for a credit card, or any document signed by the Defendant. Without a signed written agreement there can be no contractual relationship between Plaintiff and Defendant.
5. Plaintiff attempts to circumvent the requirement a signed written agreement by averring that the Defendant's failure to object to or dispute amounts on monthly billing statements constitutes an "account stated" and thereby eliminating the need for a signed written customer agreement. In Pennsylvania, however, consumer credit card accounts do not satisfy the requirements for an account stated. An account stated is a promise by a debtor to pay a stated amount of money which both parties have expressly agreed upon. 15 Williston on Contracts § 1862 (3d ed. 1972). See also, Target National Bank/Target Visa v. Liz G. Samanez, No. AR06-9418 (Pa.Com.Pl. Allegheny); 4 Standard Pennsylvania Practice 2d §22:17 at 303 (2001).
6. Because the Plaintiff fails to attach a copy of a signed written document(s) upon which its claim is based, and because a consumer credit card account is not an account stated, the Complaint fails to comply with Pa.R.C.P. No.1019 (i).

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Amended Complaint.

**II. MOTION TO STRIKE/FAILURE OF PLEADING TO CONFORM TO LAW
OR RULE OF COURT – NOT A REAL PARTY IN INTEREST**

7. Defendant incorporates herein by reference all preceding paragraphs.
8. Pennsylvania Rules of Civil Procedure require all actions to be prosecuted by and in the name of the real party in interest. Pa. R.C.P. No. 2002(a).
9. Plaintiff alleges in ¶ 3 of its Complaint that Defendant obtained a credit card from Plaintiff and that Plaintiff issued a credit card to Defendant.
10. Plaintiff, however, fails to attach to its Complaint a copy of a writing demonstrating any contractual privity between Defendant and Plaintiff. Rather, Plaintiff appears to be asking the Defendant and this Honorable Court to accept on blind faith that Plaintiff entered into an agreement with Defendant and that contractual privity between the two parties exists.
11. When suit is brought against a defendant, a defendant is entitled to proof that the plaintiff is the owner of the claim against him with the right to bring suit against the defendant. This protection must be afforded a defendant. Otherwise, the defendant might find himself subjected to multiple lawsuits filed by multiple parties as to the same claim. *See Produce Factors Corp. v. Brown*, 179 A.2d 919 (Pa. Super. 1963); *Brown v. Esposito*, 42 A.2d 93 (Pa. Super. 1945).
12. Because the Complaint fails to establish Plaintiff as a real party in interest with the right to bring suit against the Defendant, the Complaint fails to comply with Rule 2002(a).

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Amended Complaint.

III. MOTION TO STRIKE/INSUFFICIENT SPECIFICITY OF PLEADING

13. Defendant incorporates herein by reference all preceding paragraphs.
14. It is well settled through case law that Pennsylvania is a fact-pleading state.
15. The Pennsylvania Rules of Civil Procedure also establish that Pennsylvania is a fact-pleading state. The "material facts" on which a cause of action is based shall be stated in a concise and summary form in all pleadings. Pa.R.C.P. No. 1019(a).
16. A defendant is entitled to know the dates and amounts of specific transactions which support the Plaintiff's claims, dates and amounts of all charges, dates and amounts of all payments received, and dates and amounts of interest and all fees such that defendant is able to determine how Plaintiff arrived at the amount Plaintiff is seeking. *See Atlantic Credit and Finance, Inc. v. Guiliana*, 829 A.2d 340, 345 (Pa.Super. 2003); *Unifund CCR Partners v. Vo*, No. 08-3966 (Pa.Com.Pl. Philadelphia, 2009); *FIA Card Services, N.A. v Kirasic*, No. AR06-9360 (Pa.Com.Pl. Allegheny, Nov. 7, 2007); and *Worldwide Asset Purchasing, LLC v. Stern*, 153 P.L.J. 111 (2004).
17. Here, the Complaint lacks material facts upon which the claim is based. Plaintiff attempts to overcome the requirement to set forth the material facts by attaching to its Amended Complaint a series of monthly billing statement from April 2004 to October 2005.
18. The Complaint fails to state the essential terms and conditions governing the alleged past-due account; fails to state the dates and amounts of all transactions (charges, payments, interest and fees) comprising the alleged balance due; and fails to state whether the terms

and conditions were unilaterally changed during the course of the alleged use of the credit card, and if changed, what the changes were and what dates such unilateral changes applied during the course of the alleged use of the alleged credit card.

19. Plaintiff's Complaint consists of a mere four averments, two of which state the parties' respective names and addresses.

20. Accordingly, the Complaint fails to comply with Pa. R.C.P. 1019(a).

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Amended Complaint.

IV. MOTION TO STRIKE/IMPROPER VERIFICATION

31. Defendant incorporates herein all preceding paragraphs.

32. Pennsylvania Rules of Civil Procedure require that pleadings containing averments of fact be verified by one or more of the parties filing the pleading. Pa. R.C.P. No 1024(c).

33. Rule 1024 (c) provides two exceptions to this requirement: (1) the party filing the pleading lacks sufficient information and knowledge as to the facts; or, (2) the party filing the pleading is outside the jurisdiction of the court and his/her verification cannot be obtained within the time frame allowed for filing the pleading.

34. Here, the Verification contains verbiage averring that the party is outside the jurisdiction of the Court and verification cannot be obtained within time frame allowed for filing the Complaint.

35. Given the fact that Plaintiff originally filed the Complaint on June 14, 2007, did nothing for 21 months, and then reinstated the Complaint on March 9, 2009, the averment in the

Verification that the party is outside the jurisdiction and therefore verification cannot be timely obtained *rings hollow* to say the least.

36. Counsel for Plaintiff has had nearly two years to obtain a Verification signed by the party filing the Complaint.
37. Accordingly, the Amended Complaint fails to comply with Rule 1024.

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Amended Complaint.

Respectfully submitted,

5-12-09
Date

BY: Nancy L. Datres / s/
Nancy L. Datres, Esquire
Supreme Ct. ID 203226
MIDPENN LEGAL SERVICES, INC.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354 ext. 2303

Attorney for Defendant

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

CAPITAL ONE BANK,
Plaintiff

v.

KAREN L. DEMKO,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of Service
*
*
* Filed on Behalf of: Defendant
*
* Counsel of Record for this Party:
* Nancy L. Datres, Esquire
*
* Supreme Court No.: 203226
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA 17201
* (717) 264-2420

FILED ^{icc}

5 MAY 12 2009 ^{012/22/09} ^{Any}

^{Datres}

William A. Shaw
Prothonotary/Clerk of Courts

(611)

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


CAPITAL ONE BANK,	:	CIVIL ACTION
	:	
Plaintiff	:	
	:	
v.	:	NO: 07-943-CD
	:	
KAREN L. DEMKO,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Nancy L. Datres, Esquire, hereby certify that on the date indicated below, I served a true and accurate copy of Preliminary Objections to Plaintiff's Amended Complaint in the above referenced matter to the following individual by first class mail, postage prepaid:

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106

DATE: 5-12-09



Nancy L. Datres, Esquire
Supreme Ct. ID 203226
MidPenn Legal Services, Inc.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354 ext. 2303

Attorney for Defendant

10

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

CAPITAL ONE BANK,
Plaintiff

vs.

KAREN L. DEMKO,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Motion to Stay
* Pre-Complaint Discovery Requests
*
* Filed on Behalf of: Defendant
*
* Counsel of Record for this Party
* Nancy L. Datres, Esquire
*
* Supreme Court No.: 203226
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA 17201
* (717) 264-2420

^S FILED HCC
010:0920
MAY 19 2009
Atty Datres
(61)
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK,	:	CIVIL ACTION
Plaintiff	:	
	:	
v.	:	NO: 07-943-CD
	:	
KAREN L. DEMKO,	:	
Defendant	:	

**MOTION FOR PROTECTIVE ORDER TO STAY PRE-COMPLAINT
DISCOVERY PENDING DETERMINATION OF PRELIMINARY OBJECTIONS**

Pursuant to Pa. R.C.P. 4012(a), Defendant, by and through her counsel, Nancy L. Datres, Esq. of MidPenn Legal Services, hereby moves this Honorable Court for the entry of a protective order staying Plaintiff's pre-complaint discovery requests, and sets forth the following in support thereof:

1. On June 14, 2007, Plaintiff initiated this suit.
2. Plaintiff took no further action until nearly two years later.
3. On March 9, 2009 Plaintiff filed to reinstate the Complaint of 2007.
4. On March 17, 2009, Defendant was served with the Reinstated Complaint.
5. On April 3, 2009, Defendant timely filed Preliminary Objections to the Reinstated Complaint.
6. On April 22, 2009, Plaintiff filed an Amended Complaint.
7. On April 22, 2009, Plaintiff also filed pre-complaint discovery requests in the form of Written Interrogatories and Request for Admissions.

8. On May 12, 2009, Defendant timely filed Preliminary Objections to Plaintiff's Amended Complaint.

9. On May 13, 2009, Plaintiff improperly filed a Notice of Intent to Enter Default Judgment against Defendant. (A copy of Notice of Intent to Enter Default Judgment is attached hereto and incorporated herein as Defendant's Exhibit 1.)

10. Plaintiff easily and readily could have exercised due diligence to determine if a Notice of Intent to Enter Default Judgment would be proper by calling the Clearfield County Prothonotary Office and asking whether Preliminary Objections had been filed in response to the Amended Complaint.

11. With respect to Plaintiff's Amended Complaint filed on April 22, 2009, the Amended Complaint remains an insufficient complaint.

12. The proposed discovery of Defendant at this time would be unfair and would cause unreasonable annoyance, burden and expense to Defendant, because the issues in this case are not yet clarified with respect to Defendant and, if the preliminary objections to Plaintiff's Amended Complaint are sustained, Defendant will no longer be a Defendant in this action.

13. Pre-complaint discovery requests are not intended to be a remedy for a deficient Complaint that fails to comply with law and Rules of the Court. If pre-complaint discovery were permitted as a remedy to cure a deficient complaint, such use (abuse) of pre-complaint discovery would render preliminary objections meaningless and illogical.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter a protective order staying Plaintiff's pre-complaint discovery of Defendant until such time as the pending Preliminary Objections are decided by this Court.

Respectfully submitted,

MIDPENN LEGAL SERVICES
Attorneys for Defendant

Date: 5-19-09

BY: Nancy L. Datres /s/
Nancy L. Datres, Esquire
Supreme Ct. ID 203226
MIDPENN LEGAL SERVICES, INC.

230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354 ext. 2303

Attorney for Defendant

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

CAPITAL ONE BANK,

Plaintiff

CIVIL ACTION

v.

NO: 07-943-CD

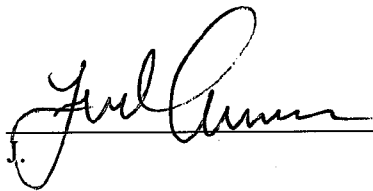
KAREN L. DEMKO,

Defendant

ORDER

AND NOW, this 19th day of May, 2009, upon consideration of Defendant's Motion for Protective Order, it is hereby ORDERED that the Motion for Protective Order is granted, and that all discovery of defendant shall be deferred until 10 days after Defendant's pending Preliminary Objections have been decided by this Court.

By the Court:



FILED 4cc
07-943-CD
MAY 20 2009
Any Dates
William A. Shaw
Prothonotary/Clerk of Courts (64)

DATE: 5/20/09

X You are responsible for serving all appropriate parties.

___ The Probationary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

FILED

MAY 20 2009

William A. Shaw
Probationary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

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) NO. 2007-943-CD
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IMPORTANT NOTICE

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

EXHIBIT 1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

To: KAREN L DEMKO
1059 W HANNAH ST APT 1
HOUTZDALE PA 16651

NANCY DATRES, ESQ.
211 E LOCUST ST
CLEARFIELD PA 16830

Date of Notice: May 13, 2009

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 OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
Clearfield PA 16830
814-765-2641

Respectfully submitted:

Patenaude & Felix, A.P.C.



Date: May 13, 2009

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, GREGG MORRIS attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was serve this date by ordinary mail upon the following:

KAREN L DEMKO
1059 W HANNAH ST APT 1
HOUTZDALE PA 16651

NANCY DATRES, ESQ.
211 E LOCUST ST
CLEARFIELD PA 16830

Date: May 13, 2009



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

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

CAPITAL ONE BANK,
Plaintiff

v.

KAREN L. DEMKO,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of Service
*
*
* Filed on Behalf of: Defendant
*
* Counsel of Record for this Party:
* Nancy L. Datres, Esquire
*
* Supreme Court No.: 203226
*
* MidPenn Legal Services
* 230 Lincoln Way East, Suite A
* Chambersburg, PA 17201
* (717) 264-2420

FILED 100

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MAY 21 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,	:	CIVIL ACTION
Plaintiff	:	
	:	
v.	:	NO: 07-943-CD
	:	
KAREN L. DEMKO,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Nancy L. Datres, Esquire, hereby certify that on the date indicated below, I served a true and accurate copy of Defendant's Motion to Stay Pre-Complaint Discovery Pending Determination of Defendant's Preliminary Objections in the above-captioned matter to the following individual by first class mail, postage prepaid:

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106

DATE: 5-20-2009

Nancy L. Datres / DD
Nancy L. Datres, Esquire
Supreme Ct. ID 203226
MidPenn Legal Services, Inc.
230 Lincoln Way East, Suite A
Chambersburg, PA 17201
(717) 264-5354 ext. 2303

Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.

Plaintiff

v.

KAREN L. DEMKO.,

Defendant

) NO. 2007 -943-CD
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**PLAINTIFF'S ANSWER
TO DEFENDANT'S MOTION
FOR PROTECTIVE ORDER**

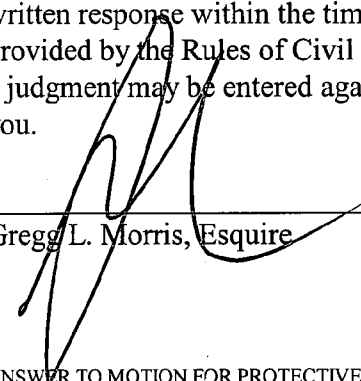
Filed on behalf of:
Capital One Bank, Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

You are hereby notified to file a
written response within the time
provided by the Rules of Civil Procedure or
a judgment may be entered against
you.



Gregg L. Morris, Esquire

ANSWER TO MOTION FOR PROTECTIVE ORDER.DEMKO.762.3361. CAP ONE.ATTY DATRES.CLEARFIELD.wpd

5 FILED No cc
MAY 26 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.

Plaintiff

v.

KAREN L. DEMKO.,

Defendant

) NO. 2007 -943-CD
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ORDER OF COURT

AND NOW, this _____ day of _____, 200__ upon consideration of
Defendant's Motion and Plaintiff's Answer thereto, Defendant's Motion is hereby **DENIED**.

By the Court:

_____. J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK (U.S.A.), N.A.

Plaintiff

v.

KAREN L. DEMKO.,

Defendant

) NO. 2007 -943-CD

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PLAINTIFF'S ANSWER TO DEFENDANT'S MOTION
FOR PROTECTIVE ORDER

AND NOW, comes Plaintiff, above named, by and through the undersigned counsel, and files the following **Plaintiff's Answer to Defendant's Motion for Protective Order** and term, and further avers as follows:

1. Admitted.
2. Denied. Strict proof thereof is demanded.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted
7. Denied. Plaintiff has filed a complaint and an amended complaint in civil action.

The discovery is not "pre-complaint" discovery. Discovery during pending preliminary objections was considered by the Court of Philadelphia in *Ciardi v. Janssen & Keenan, P.C.* 2006 WL 1791603 (Pa.Com.Pl.). A copy of the decision is attached hereto for the convenience of the Court as Plaintiff's Exhibit "A". The *Ciardi* Court said "It is well established that the pendency of preliminary objections does not serve as a de facto or self award stay of discovery."

Ciardi., id. at 2. Plaintiff admits that Interrogatories and Request for Admission were served upon Defendant's counsel of record.

8. Admitted. By way of further response, said objections were not received by Plaintiff's counsel until May 15, 2009.

9. Denied. It is admitted that on May 13, 2009, Plaintiff's counsel served a 10 day notice as provided for by the Pa.R.C.P. 237.1. A copy of the Notice is attached to Defendant's Motion as Exhibit "1". It is denied that the Notice was filed, properly or "improperly". By way of further response, Plaintiff's counsel served the Notice on May 13, 2009. Defendant's preliminary objections to Plaintiff's Amended Complaint were not received by Plaintiff's counsel until May 15, 2009. By way of further response, Plaintiff's counsel called Attorney Datres on May 15, 2009. Attorney Datres stated that "she did not have time to talk about it now" and ended the call.

10. Denied. Paragraph number 10 is preposterous. It would be a needless waste of the Court's resources for *all* counsel in *every case* to be required to call the Prothonotary on the off chance that a Defendant or a Defendant's counsel had either filed an Answer or Preliminary Objections.

11. The paragraph states a conclusion of law to which no response is required. Without waiving the foregoing objection, the averment is denied as stated .¹

¹ These very issues were decided by The Honorable Robert J. Eby of Lebanon County in *Capital One Bank (USA) N.A. v. Angel Medina*, 2008-01462 and *Capital One Bank v. Yadira Torres*, 2008-00723. A copy of the opinions are collectively attached hereto for the convenience of the Court as Plaintiff's Exhibit "B" and "C". This was also addressed by The Honorable Terrence Nealson of Lackawanna County in *Commonwealth Financial Systems v. Michelle Barnard*, 07 CV 1384 and most recently by The Honorable Mark E. Mascara of Washington County in *Capital One Bank (U.S.A.), N.A. v. Theodore Deems*, 2008-7610. A copy of Barnard and Deems are attached hereto for the convenience of the Court as Plaintiff's Exhibit "D" and "E" respectively.

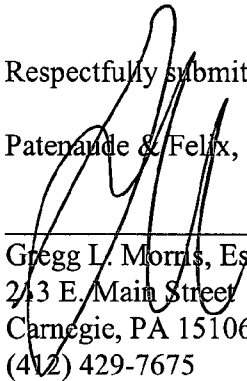
12. Denied. Plaintiff incorporates by reference the Amended Complaint in Civil Action filed at the above number and term by reference. The document speaks for itself. This complaint is for default of a credit card. Defendant did not pay her bill. Defendant knows as well as Plaintiff what charges she made on her account.

13. Denied as stated. A Complaint and an Amended Complaint have been filed. This is not "pre-complaint" discovery.

WHEREFORE, Plaintiff request that the Court enter the attached order denying a stay of discovery pending disposition of Defendant's Preliminary Objections to Plaintiff's Amended Complaint along with any additional relief the Court deems appropriate under the circumstances including but not limited to denying Defendant's Preliminary Objections to Plaintiff's Amended Complaint..

Respectfully submitted:

Patenau & Felix, A.P.C



Gregg L. Morris, Esquire
243 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Not Reported in A.2d, 2006 WL 1791603 (Pa.Com.Pl.)

Only the Westlaw citation is currently available.

Court of Common Pleas of Pennsylvania, Pennsylvania County,
First Judicial District, Civil Trial Division.
Albert A. CIARDI, III, et al.

v.
JANSSEN & KEENAN, P.C., et al.

December Term, 2005 No. 2175.
Commerce Program 801 EDA 2006.
June 27, 2006.

OPINION

ABRAMSON, J.

*1 Albert A. Ciardi, III, Albert A. Ciardi, Jr., and Ciardi & Ciardi, P.C. (collectively, "appellants") appeal from the Court's Order dated March 14, 2006, which granted Janssen & Keenan, P.C., Henry H. Janssen, and Paul D. Keenan's (collectively, "appellees") Motion to Compel and struck appellants' objections to appellees' **discovery** requests.

Procedural History

Appellees served requests for production of documents and interrogatories upon appellants on January 6, 2006. Having received no response from appellants, appellees served a Motion to Compel Answers to Interrogatories and Production of Documents ("Motion to Compel") upon appellants on February 16, 2006. Appellees' Motion to Compel was given an argument date of March 7, 2006. When the parties appeared in **Discovery** Court on March 7, 2006, counsel for appellants informed the Court that appellants had filed and served their response to appellees' **discovery** requests earlier that day, i.e. on March 7, 2006. In their response, appellants raised objections on the basis of, *inter alia*, attorney-client privilege. Since appellees had not had the chance to study appellants' response given the fact that appellees were just served with it, the Court continued the argument to the following week. The Court ordered that the parties could file a supplemental motion and response if disputes on the Motion to Compel remained.

The parties appeared in **Discovery** Court on March 14, 2006 for an argument on appellees' original Motion to Compel. When counsel for appellants was specifically asked by the Court the nature of the attorney-client communications which would be disclosed by the **discovery** sought, no response was forthcoming. The Court repeated the question and again, no response was forthcoming. Appellants did not produce a privilege log for appellees' review nor submit any documents or written responses for which privilege was claimed to the Court for *in camera* review.

At the conclusion of the argument, the Court issued an Order granting appellees' Motion to Compel and striking appellants' objections. Appellants thereafter filed the present appeal.^{FN1}

^{FN1}. It should be noted that appellants did not file a motion for reconsideration of the March 14, 2006 Order.

Discussion

As an initial matter, the March 14, 2006 argument was not placed on the record. Appellants' failure



to follow the procedures set forth in Pa.R.A.P.1923 (Statement in Absence of Transcript) and Pa.R.A.P.1924 (Agreed Statement of Record) result in there being no record upon which to base a claim of error. A baseless claim of error is waived. It is suggested that this appeal be quashed pursuant to Pa.R.A.P.1911(d) (Request for Transcript, Effect of Failure to Comply).

In any event, appellants' objections to appellees' **discovery** requests were made beyond the thirty-day period mandated by the rules of civil procedure. Pursuant to Pa.R.C.P. 4006 (Answers to Written Interrogatories by a Party), "the answering party shall serve a copy of the answers, and objections if any, within thirty days after the service of the interrogatories." In addition, Pa.R.C.P. 4009.12 (Answer to Request Upon a Party for Production of Documents and Things) states, "the party upon whom the request is served shall within thirty days after the service of the request ... serve an answer including objections to each numbered paragraph in the request." Here, appellees served their **discovery** requests on January 6, 2006. In order to comply with the above-cited rules, appellants had to serve their answers and objections, if any, by February 6, 2006. Instead, appellants did not serve their answers and objections until March 7, 2006, twenty-nine (29) days after the applicable deadline. While it is true that the failure to file objections within the thirty-day time period does not automatically waive the right to object, the length of the delay and the reasons for the delay are factors to be considered by the court when a **discovery** rule has been violated. See McGovern v. Hospital Services Ass'n of Northeastern Pennsylvania, 2001 Pa.Super. 304, P19-21, 785 A.2d 1012, 1018-19 (2001).

*2 Appellants' reason for their delay in filing their objections is without merit. Appellants stated in their Response to the Motion to Compel that they "did not initially respond to [appellees'] **discovery** requests because [appellants] believed it more appropriate to respond to [appellees'] **discovery** requests upon the Court's determination of [appellants'] preliminary objections to [appellees'] Counterclaim." Appellants, in effect, unilaterally awarded themselves a stay of **discovery**. It is well-established that the pendency of **preliminary objections** does not serve as a *de facto* or self-awarded **stay of discovery**. Therefore, appellants' reason for their delay in filing their objections is unfounded. ^{FN2}

^{FN2}. This is not a case where appellants were granted an extension to respond to **discovery** requests by the appellees.

Further, at the argument on the Motion to Compel, appellants did not provide any offer of proof on the attorney-client privilege issue when queried by the Court. Nothing was given to the Court other than the objections themselves. Appellants did not provide appellees with a privilege log nor did they provide the Court with any documents for *in camera* review. ^{FN3} See McGovern, 2001 Pa.Super. at P21, 785 A.2d at 1018 ("While it remains to be seen if indeed the underlying materials fall under the protection of the attorney-client privilege, the trial court at the very least must conduct an *in camera* inspection of the documents to determine this contention").

^{FN3}. Nor did counsel for appellants provide responses to interrogatories with a claim of privilege for review.

In sum, the totality of the circumstances, including the length and the reason for appellants' delay in filing their objections and the total absence of *any* means for review, the information source of which can only be the appellants, constitutes a waiver.

For all the foregoing reasons, this Court respectfully suggests that its decision be upheld on appeal.

Pa.Com.Pl., 2006.

Giardi v. Janssen & Keenan, P.C.

Not Reported in A.2d, 2006 WL 1791603 (Pa.Com.Pl.)

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

CIVIL ACTION – LAW

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

v.

ANGEL S. MEDINA,
Defendant

No. 2008-01462

APPEARANCES:

KARINA VELTER, ESQUIRE
Weltman, Weinberg & Reis Co., L.P.A.

For Plaintiff

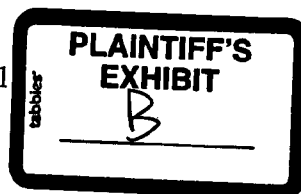
ALEXANDRA R. ROBERTS, ESQUIRE
MidPenn Legal Services

For Defendant

OPINION BY EBY, P.J., NOVEMBER 26, 2008:

Before the Court are Defendant's Preliminary Objections to Plaintiff's Amended Complaint. On July 10, 2008, Plaintiff filed a Complaint against Defendant alleging that Defendant failed to make all payments as required on a balance incurred by Defendant utilizing a credit card issued to Defendant by Plaintiff. On July 25, 2008, Defendant filed Preliminary Objections to Plaintiff's Complaint.

On August 13, 2008, Plaintiff filed an Amended Complaint. In its Amended Complaint, Plaintiff avers that on November 27, 2004, Defendant applied for and was issued a credit card by Plaintiff pursuant to the terms of a Customer Agreement. Plaintiff avers that Defendant utilized the credit card to incur charges and defaulted upon the terms of the Agreement by failing to make all monthly payments when due. Plaintiff avers that the last payment made upon the account was on July 15, 2006 and that the balance due and owing upon the account as of May 28, 2008 is \$1,032.82. Plaintiff seeks judgment in



the principal amount of \$1,032.82, as well as interest and costs. Plaintiff attached a copy of the Customer Agreement, a copy of the cardholder application alleged to have been signed by Defendant, and copies of monthly statements associated with the credit card account from December 16, 2005 until December 15, 2006 as exhibits to the Amended Complaint.

On August 26, 2008, Defendant filed the Preliminary Objections to Plaintiff's Amended Complaint currently before the Court. Defendant lodges two (2) Preliminary Objections to Plaintiff's Amended Complaint:

- I. Plaintiff's Amended Complaint fails to conform to law or to rule of court, as the Amended Complaint fails to state the material facts upon which the cause of action is based with sufficient specificity; and
- II. Plaintiff's Amended Complaint fails to conform to law or to rule of court, as Pa.R.C.P. Rule 1019(i) requires that a pleader attach a copy of the writing to the pleading when the claim is based upon a writing.

On September 15, 2008, Plaintiff filed a Response to Defendant's Preliminary Objections. Defendant's Preliminary Objections subsequently were listed for disposition through Argument Court. The parties have submitted legal memoranda in support of their respective positions, and Defendant's Preliminary Objections now are ripe for the Court's disposition.

In Defendant's first Preliminary Objection, Defendant argues that the Amended Complaint fails to conform to law or to rule of court, as it fails to state with sufficient specificity all material facts upon which the cause of action is based. Defendant argues that Pa.R.C.P. Rule 1019(f) requires that items of time, place and special damages be specifically stated. Defendant argues that the Amended Complaint is insufficiently specific in two (2) aspects. First, Defendant avers that while the earliest statement of

account attached to the Amended Complaint dated December 16, 2005 reflects a previous balance owed of \$477.83, the Amended Complaint fails to identify the manner in which this previous balance was calculated or the dates, amounts and specific charges that comprise this alleged previous balance. Second, Defendant avers that while the last statement of account attached to the Amended Complaint dated December 15, 2006 reflects a balance of \$770.23, the Amended Complaint claims an outstanding balance of \$1,032.82 as of May 28, 2008, again without any indication as to the manner in which the outstanding balance of \$1,032.82 was calculated. For these reasons, Defendant argues that the Amended Complaint fails to sufficiently aver all dates, times and amounts of charges comprising the previous balance and the balance claimed in the Amended Complaint, thereby failing to provide Defendant with notice of Plaintiff's claim and rendering Defendant unable to formulate a defense.

Pa.R.C.P. Rule 1028(a)(2) provides that any party to a pleading may lodge a preliminary objection on the basis that the pleading fails to conform to law or to rule of court. Pa.R.C.P. Rule 1019 sets forth the required contents of a pleading. Specifically, Rule 1019(a) requires that the material facts upon which a cause of action or defense is based must be stated in a concise and summary form. The purpose of Rule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and the extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with his or her own evidence. *Weiss v. Equibank*, 460 A.2d 271, 274-275 (Pa.Super. 1983), citing *Laursen v. Gen. Hosp. of Monroe County*, 393 A.2d 761, 766 (Pa.Super. 1978).

Further, Rule 1019(f) provides that averments of time, place and items of special damages shall be specifically stated. Periods of time rather than dates certain may be pled when the opposing party has equal or greater knowledge of the time of the acts alleged. *Mikula v. Harrisburg Polyclinic Hosp.*, 58 Pa. D. & C.2d 125, 130 (Pa.Com.Pl. 1972), citing *Commonwealth ex rel. Cleland v. Myers, Supt.*, 82 Dauph. 390, 396 (Pa.Com.Pl. 1964).

In this case, Plaintiff avers in the Amended Complaint the identities and the addresses of the parties, that on November 27, 2004 Defendant applied for and was issued a credit card by Plaintiff pursuant to the Customer Agreement, that Defendant utilized the credit card to incur a balance due and owing as of May 28, 2008 in the amount of \$1,032.82, that Defendant defaulted upon the terms of the Agreement by failing to make monthly payments when due, that the last payment made upon the account was on July 15, 2006, that Plaintiff is entitled to the addition of interest at the rate of 19.90% per annum on the balance, and that Defendant has failed to pay the balance due despite repeated requests to do so by Plaintiff. Further, appended to the Amended Complaint are copies of the Customer Agreement stating the alleged terms of the Agreement, the cardholder application Defendant is alleged to have signed, and statements of account beginning on December 16, 2005 reflecting a previous balance of \$477.83 and ranging through December 15, 2006 reflecting a balance of \$770.23 on that date.

We recognize that the first statement of account annexed to the Amended Complaint dated December 16, 2005 reflects a pre-existing balance of \$477.83 and that the balance of \$770.23 in the last account statement annexed dated December 15, 2006

differs from the balance claimed in the Amended Complaint of \$1,032.82 as of May 28, 2008. However, Defendant, as the individual to whom it is alleged that the card was issued and who is alleged to have incurred the charges by utilizing the card, has equal knowledge to that of Plaintiff regarding the dates, the types and the amounts of charges incurred and payments made, if any. Likewise, Defendant has equal knowledge to that of Plaintiff regarding the accuracy of the pre-existing balance claimed to exist on December 16, 2005, the balance stated on December 15, 2006, and the balance claimed in the Amended Complaint as of May 28, 2008. Since Defendant has equal knowledge of these matters, no greater specificity as to the times, dates, and amounts of charges incurred is required. In the event that Defendant does not believe that the balances stated are accurate or otherwise does not understand any calculation applied by Plaintiff to arrive at any amounts claimed, Defendant, from his personal knowledge, is able to aver his understanding as to what the balances at any given time, if any, should be. Plaintiff's Amended Complaint sufficiently alleges that existence of an agreement, including the material terms, a breach of the terms of the agreement and the damages claimed by Plaintiff. As such, the Amended Complaint and its attachments sufficiently apprise Defendant of the nature and the extent of Plaintiff's claim so that Defendant has notice of what Plaintiff intends to prove at trial and can prepare to meet such proof with his own evidence.

Moreover, a plaintiff should not be required to plead evidentiary matters. *Mikula* at 127, citing *Leonard v. Dolaway*, 76 Pa. D. & C. 452, 455 (Pa.Com.Pl. 1951). Account statements reflecting the dates, times, and amounts of all charges and payments made upon Defendant's account are evidence that is relevant to the underlying facts and

circumstances giving rise to this action and the accuracy of the balance alleged to be due.

As such, Defendant certainly may obtain copies of these account statements and information relating thereto through the use of discovery. However, the failure to plead this information in the Amended Complaint does not preclude Defendant from understanding the nature of the claim or render Defendant unable to respond to the allegations. For these reasons, we will overrule Defendant's Preliminary Objection lodged on the basis that the Amended Complaint fails to state the material facts upon which the cause of action is based with sufficient specificity.

In Defendant's second Preliminary Objection, Defendant argues that Plaintiff's Amended Complaint fails to conform to law or to rule of court, as Pa.R.C.P. Rule 1019(i) requires that a pleader attach a copy of the writing to the pleading when the claim is based upon a writing. Defendant argues that while Plaintiff attached a copy of the Customer Agreement to the Amended Complaint, Plaintiff failed to attach to the Amended Complaint the complete written agreement detailing all of the terms and conditions of the agreement. While conceding that some terms appear in the Customer Agreement, Defendant asserts that all of the essential terms governing the credit card account are not listed on this Customer Agreement, as the Customer Agreement indicates that fees and finance charges were disclosed when Defendant opened his account, thereby establishing that other documentation contains terms relating to the claim that were required to be attached to the Amended Complaint. Moreover, Defendant argues that Plaintiff never alleged or proved that Defendant agreed to the terms of the Customer Agreement. Defendant argues that Plaintiff's failure to attach a comprehensive document signed by Defendant detailing all terms of the agreement precludes Defendant from

understanding the terms of the purported agreement so that he can respond to the allegations and formulate a defense.

Rule 1019(i) sets forth standards regarding the attachment of writings to pleadings. Rule 1019(i) provides:

“When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing.”

While Rule 1019(i) requires that if a writing is the basis for an action the pleader is required to attach the writing, or the material part of the writing, to the pleading, Rule 1019(i) does not require the pleader to attach every document that is part of the proof of the cause of action. *Bethlehem Steel Corp., v. Litton Indus. Inc.*, 71 Pa. D. & C.2d 635, 641 (Pa.Com.Pl. 1974). With regard to actions to recover debt incurred by using a credit card, it has been held that the requirements of Rule 1019(i) are satisfied if the plaintiff attaches the underlying agreement between the issuer of the credit card and the credit card holder. *Marine Bank v. Orlando*, 25 Pa. D. & C.3d 264, 266 (Pa.Com.Pl. 1982).

In this case, Plaintiff avers in its Amended Complaint that it issued a credit card to Defendant pursuant to a Customer Agreement, that Defendant made use of this credit card to incur a balance, and that Defendant failed to make all payments as due. The requirement to make payments as due is set forth in the Customer Agreement, which Plaintiff attached as an exhibit to its Amended Complaint. Therefore, Plaintiff attached the writing upon which its claim is based.

However, Defendant argues that the Customer Agreement does not contain all of the terms of the agreement alleged, as the Customer Agreement refers to various items that were disclosed to Defendant at the time when he opened his credit card account. The

Customer Agreement provides that the credit limit of the account, the daily periodic rate, cash advance fees, and fee charges were disclosed to Defendant when he opened his account. Defendant argues that the references to disclosures made at the time when Defendant opened his account reflect that additional terms govern the agreement between the parties and that any documentation that contains these additional terms is required to be attached to the Amended Complaint. As an initial matter, it is not clear that the above-stated disclosures appeared in writing. If these disclosures were not memorialized in a writing, it is clear that the requirements of Rule 1019(i) would not be violated by any failure to attach documentation of such disclosures.

If these disclosures were contained in a writing, Rule 1019(i) does not require that every document governing the relationship between the parties be attached to the pleading, just the documents forming the basis of the claim. Terms governing Defendant's specific credit limit, the daily periodic rate, cash advance fees and other fees incurred do not form the basis of Plaintiff's Breach of Contract claim against Defendant. Rather, these terms are relevant to the issue of calculation of damages due as a result of the alleged breach of the Customer Agreement. Any document identifying Defendant's credit limit, the daily periodic rate, cash advance fees, and other fees would be of evidentiary value to Defendant, and Defendant certainly could obtain copies of such a document through the use of discovery. However, since such a document would not form the basis for the cause of action against Defendant, Plaintiff would not be required to attach it to the Amended Complaint.

Further, even if a document containing terms governing Defendant's credit limit, the daily periodic rate, cash advance fees and other fees formed the basis of Plaintiff's

claim against Defendant, the methods for calculating the daily periodic rate and finance charges are explained in the Customer Agreement that is attached to Plaintiff's Amended Complaint. Moreover, the Customer Agreement provides that Defendant's credit limit, the daily periodic rate, cash advance fees and other fees will be identified in Defendant's monthly statements of account. A review of the account statements attached as exhibits to Plaintiff's Amended Complaint reveals that Defendant's credit limit, the daily periodic rate, cash advance fees and other fees are identified in those statements. As such, even if a document containing terms governing these items formed the basis for Plaintiff's claim against Defendant, such terms already were attached to the Amended Complaint by virtue of the attachment of the account statements to the Amended Complaint.

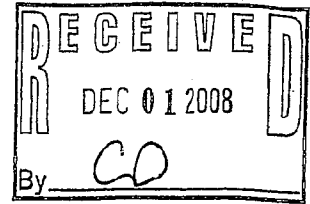
Finally, Defendant argues that Plaintiff failed to attach a signed Customer Agreement evidencing that Defendant agreed to be bound by the terms of that Agreement. We note that Rule 1019(i) does not require that the writing attached to a pleading forming the basis for the claim therein contain the signatures of the parties. Rather, Rule 1019(i) merely requires that a copy of the writing forming the basis for the claim, or the material part thereof, be attached to the pleading. There is no requirement that the writing contain the signatures or other marks or seals of the parties evidencing acceptance of the terms of the writing.

However, even if Rule 1019(i) required that the writing attached to a pleading contain Defendant's signature to evidence acceptance, Plaintiff attached to the Amended Complaint a copy of the cardholder application Defendant allegedly signed and returned to Plaintiff, thereby reflecting Defendant's alleged agreement to the terms of the Customer Agreement. Therefore, even if Rule 1019(i) were to be read as suggested by

Defendant, the attachment of a copy of the signed cardholder application and a copy of the Customer Agreement certainly would be sufficient to comply with the requirements of Rule 1019(i).

Further, Defendant suggests that the failure to attach a comprehensive document detailing every aspect of the agreement that is signed by the parties renders him unable to understand the agreement between the parties and to forward a defense to the allegations. Defendant is alleged to be the party to whom the credit card was issued and who incurred the charges alleged by utilizing the credit card. Therefore, Defendant has personal knowledge of whether the terms stated in the Customer Agreement are complete and accurate, whether he agreed to the terms alleged by Plaintiff and whether he made all payments required pursuant to the terms of the Customer Agreement. As such, Defendant possesses adequate knowledge and information to respond intelligently regarding whether he entered into the Customer Agreement as stated and whether he breached the provisions of the Customer Agreement as alleged. For these reasons, any failure of Plaintiff to attach a comprehensive written document detailing every aspect of the agreement and signed by the parties does not prevent or render Defendant unable to respond to the allegations. Accordingly, we will overrule Defendant's Amended Preliminary Objection lodged on the basis that the Amended Complaint fails to conform to Rule 1019(i). We will enter an appropriate Order.

IN THE COURT OF COMMON PLEAS
OF LEBANON COUNTY, PENNSYLVANIA



CIVIL ACTION - LAW

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

v.

ANGEL S. MEDINA,
Defendant

No. 2008-01462

ENTERED & FILED
2008 NOV 26 P 1:44
PROTHONOTARY OFFICE
LEBANON, PA

6676988

ORDER OF COURT

AND NOW, to wit, this 26th day of November, 2008, upon careful consideration of Defendant's Preliminary Objections to Plaintiff's Amended Complaint, Plaintiff's Response thereto, the record of this case, and the legal memoranda submitted by the parties in support of their respective positions, it is hereby Ordered that Defendant's Preliminary Objections are respectfully overruled.

BY THE COURT:

Robert J. Eby, P.J.

RJE/sg

pc: Karina Velter, Esq.
Alexandra R. Roberts, Esq.

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

CIVIL ACTION – LAW

CAPITAL ONE BANK,
Plaintiff,

v.

YADIRA B. TORRES,
Defendant

No. 2008-00723

APPEARANCES:

KARINA VELTER, ESQUIRE
Weltman, Weinberg & Reis Co., L.P.A.

For Plaintiff

ALEXANDRA R. ROBERTS, ESQUIRE
MidPenn Legal Services

For Defendant

OPINION BY EBY, P.J., OCTOBER 16, 2008:

Before the Court are Defendant's Preliminary Objections to Plaintiff's Amended Complaint. On April 7, 2008, Plaintiff filed a Complaint against Defendant alleging that Defendant failed to make payments when due upon a balance incurred by using a credit card issued by Plaintiff to Defendant. On May 9, 2008, Defendant filed Preliminary Objections to Plaintiff's Complaint. On May 27, 2008, Plaintiff filed an Amended Complaint. In its Amended Complaint, Plaintiff avers that on June 5, 2002, Defendant applied for and was issued a credit card by Plaintiff pursuant to the terms of a customer agreement. Plaintiff avers that Defendant utilized the credit card to incur charges and defaulted upon the terms of the agreement by failing to make payments when due. Plaintiff avers that the last payment made upon the account was on April 3, 2006 and that the balance due and owing upon the account on February 25, 2008 was \$1,439.10.



Plaintiff seeks judgment in the principal amount of \$1,439.10, as well as interest and costs. Plaintiff attached a copy of the customer agreement, a copy of the cardholder application alleged to have been signed by Defendant, and copies of account statements associated with the credit card from November 4, 2005 to November 3, 2006 as exhibits to the Amended Complaint.

On June 24, 2008, Defendant filed Preliminary Objections to Plaintiff's Amended Complaint. Defendant lodges two (2) Preliminary Objections to the Amended Complaint:

- I. Plaintiff's Amended Complaint fails to conform to law or to rule of Court, as the documents appended to the Complaint are in violation of Pa.R.C.P. Rule 1019(i); and
- II. Plaintiff's Amended Complaint fails to conform to law or to rule of court and is insufficiently specific, as it fails to state the material facts upon which the cause of action is based.

On July 7, 2008, Plaintiff filed a Response to Defendant's Preliminary Objections. Defendant's Preliminary Objections subsequently were listed for disposition through Argument Court. The parties have submitted legal memoranda in support of their respective positions, and Defendant's Preliminary Objections now are ripe for the Court's disposition.

In her first Preliminary Objection, Defendant argues that Plaintiff's Amended Complaint fails to conform to law or rule of court, as Pa.R.C.P. Rule 1019(i) requires that when a claim is based upon a writing, the pleader must attach a copy of the writing or a material part thereof to the complaint. Defendant argues that account statements attached to the Amended Complaint are dated November 4, 2005 to November 3, 2006. However, Defendant argues that these account statements fail to reflect the charges incurred prior to

November 4, 2005. Without information regarding the charges incurred prior to November 4, 2005, Defendant argues that she is unable to provide a meaningful response to balance alleged to be due. Moreover, Defendant argues that the customer agreement attached as an exhibit to the Amended Complaint does not include Defendant's signature. As such, Defendant argues that she is unable to determine whether an agreement existed between the parties or whether she breached any terms of such an agreement. For these reasons, Defendant argues that Plaintiff's Complaint fails to conform to law or to rule of court.

Any party to a pleading may file preliminary objections on the basis that the pleading fails to conform to law or to rule of court. Pa.R.C.P. Rule 1028(a)(2). Pa.R.C.P. Rule 1019 sets forth required contents of a pleading. Specifically, Rule 1019(i) provides:

"When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing."

Defendant first argues that the Amended Complaint fails to comply with Rule 1019(i) because Plaintiff failed to attach copies of account statements reflecting charges made prior to November 4, 2005. With regard to actions to recover debt incurred by using a credit card, it has been held that the requirements of Rule 1019(i) are satisfied if the plaintiff attaches the underlying agreement between the issuer of the credit card and the credit card holder. *Marine Bank v. Orlando*, 25 Pa. D. & C.3d 264, 266 (Pa.Com.Pl. 1982). Further, documents that are part of the proof of a cause of action, but not the basis of the action itself, are not required to be attached to a pleading. *Bethlehem Steel Corp., v. Litton Indus., Inc.*, 71 Pa. D. & C.2d 635, 641 (Pa.Com.Pl. 1974).

In this case, Plaintiff attached to its Amended Complaint a copy of the customer agreement that it purports created the legal obligation between the parties. Account statements reflecting charges incurred prior to November 4, 2005 are not documents that are alleged to have created the legal obligation that Defendant is alleged to have breached. While potentially of an evidentiary nature as to the underlying facts and circumstances giving rise to this action, account statements do not constitute the legal foundation for the action. Since the account statements may be of evidentiary value to Defendant, Defendant certainly may obtain copies of these statements through the use of discovery. However, Plaintiff was not required to attach these account statements to the Amended Complaint, as they do not form the basis for the action.

Moreover, Defendant argues that the failure to attach the account statements dated prior to November 4, 2005 precludes her from providing a meaningful response to the allegations of the Amended Complaint. However, Defendant is the individual who is alleged to have utilized the credit card to make purchases and to have failed to make all payments as due pursuant to the customer agreement. Therefore, Defendant has independent, personal knowledge of whether she utilized the credit card and incurred the balance alleged and whether the balance averred by Plaintiff is accurate so as to be able to respond intelligently to the allegations of the Amended Complaint. For these reasons, the fact that Plaintiff did not attach account statements dated prior to November 4, 2005 to the Amended Complaint does not violate the requirements of Rule 1019(i).

Further, Defendant argues that the Amended Complaint violates Rule 1019(i) because the copy of the customer agreement attached to the Amended Complaint is not signed by Defendant. Defendant argues that the absence of her signature upon the

customer agreement renders her unable to determine if an agreement existed between the parties or if she was in breach of any part of the agreement. We note that Rule 1019(i) does not require that the writing that must be attached to a pleading contain the signatures of the parties. Rather, Rule 1019(i) merely requires that a copy of the writing forming the basis for the claim, or a material part thereof, be attached to the Amended Complaint. There is no requirement that the writing contain the signatures or other marks or seals of the parties evidencing acceptance of the terms of the writing.

However, even if Rule 1019(i) required that the writing attached to a pleading contain the signature of a party, Plaintiff attached to the Amended Complaint a copy of the cardholder application card Defendant allegedly signed and returned to Plaintiff, thereby reflecting Defendant's alleged agreement to the terms of the customer agreement. Therefore, even if Rule 1019(i) were to be read as suggested by Defendant, the attachment of a copy of the signed cardholder application and a copy of the customer agreement would be sufficient to comply with the requirements of Rule 1019(i).

Moreover, while Defendant argues that she is unable to determine if an agreement existed between the parties or if she breached that agreement because her signature does not appear on the copy of the customer agreement attached to the Amended Complaint, such an assertion is somewhat disingenuous. Again, Defendant is alleged to be the party to whom the credit card was issued and who incurred the charges by utilizing the credit card. Accordingly, Defendant has personal knowledge of whether she agreed to the issuance of the credit card in question and whether she made all payments required pursuant to the terms of the customer agreement. As such, Defendant possesses adequate knowledge and information to respond intelligently to whether she entered into an

agreement and whether she breached the provisions of the agreement. For these reasons, the absence of a signature on the copy of the customer agreement appended to the Amended Complaint does not prevent or render Defendant unable to respond to the allegations. We will overrule Defendant's Preliminary Objection lodged on the basis that the Amended Complaint fails to conform to Rule 1019(i).

In Defendant's second Preliminary Objection, Defendant argues that the Amended Complaint is insufficiently specific and fails to conform to law or to rule of court, as the account statements attached to the Complaint do not provide any indication of the manner in which the balance alleged to be due was calculated. Defendant argues that Plaintiff's Amended Complaint is insufficiently specific and fails to comply with the requirements of Rule 1019(a), as it fails to provide Defendant with notice of the material facts that form the basis of Plaintiff's cause of action.

Rule 1028(a)(3) provides that any party to a pleading may lodge a preliminary objection on the basis that the pleading is insufficiently specific. Rule 1019(a) requires that the material facts on which a cause of action or defense is based must be stated in a concise, summary form. The purpose of Rule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with his or her own evidence. *Weiss v. Equibank*, 460 A.2d 271, 274-275 (Pa.Super. 1983), citing *Laursen v. Gen. Hosp. of Monroe County*, 393 A.2d 761, 766 (Pa.Super. 1978).

In this case, Plaintiff avers in the Amended Complaint the identities and the addresses of the parties, that on June 5, 2002 Defendant applied for and received a credit

card issued by Plaintiff pursuant to a customer agreement, that Defendant used the credit card to incur a balance due and owing as of February 25, 2008 in the amount of \$1,439.10, that Defendant defaulted upon the terms of the agreement by failing to make monthly payments when due, that the last payment upon the account was made on April 3, 2006, that Plaintiff is entitled to the addition of interest at the rate of 29.20 percent per annum on the balance, and that Defendant has failed to pay the balance due despite repeated requests to do so by Plaintiff. Further, appended to the Amended Complaint are the customer agreement stating the alleged terms of the agreement, the cardholder application alleged to have been signed by Defendant, and account statements from November 4, 2005 until November 3, 2006 reflecting a balance due of \$1,041.09 as of November 3, 2006.

While the balance reflected in the account statement on November 3, 2006 of \$1,041.09 differs from the balance claimed in the Amended Complaint of \$1,439.10 as of February 25, 2008, Defendant, as the individual to whom it is alleged the card was issued and who is alleged to have incurred the charges by utilizing the card, certainly has knowledge of the charges incurred, if any, and whether the balance claimed as of February 25, 2008 is accurate. If Defendant does not believe that the balance stated is accurate or otherwise does not understand the calculation used by Plaintiff to arrive at the amount claimed, Defendant, from her personal knowledge, is able to aver her understanding as to what the balance, if any, should be. Plaintiffs' Amended Complaint sufficiently alleges the existence of an agreement, including the material terms, a breach of the terms of the agreement, and the damages claimed by Plaintiff. As such, the Amended Complaint and its attachments sufficiently apprise Defendant of the nature and

extent of its claim so that Defendant has notice of what Plaintiff intends to prove at trial and can prepare to meet such proof with her own evidence. Further, as stated above, Defendant will be able to obtain information regarding Plaintiff's calculation of the balance due through discovery if she wishes. For these reasons, we will overrule Defendant's Preliminary Objections lodged on the basis that the Amended Complaint is insufficiently specific and fails to conform to Rule 1019(a).

MARY F. RINALDI
LACKAWANNA COUNTY

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CLERK OF
JUDICIAL RECORDS

COMMONWEALTH FINANCIAL
SYSTEMS, INC.

Plaintiff

vs.

MICHELLE BARNARD

Defendant

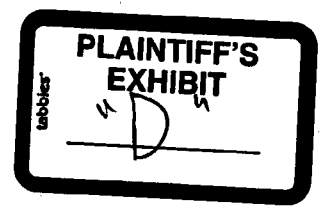
IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

CIVIL ACTION - AT LAW

NO. 07 CV 1384

ORDER

Defendant, Michelle Barnard ("Barnard") has filed preliminary objections to the complaint that has been filed by plaintiff Commonwealth Financial Systems, Inc. ("CFSI") in this credit card collection action. Preliminary objections in the nature of a demurrer "can only be sustained where the complaint is clearly insufficient to establish the pleader's right to relief." Reed v. Dupuis, 920 A.2d 861, 864 (Pa. Super. 2007). For purposes of testing the legal sufficiency of the challenged pleading, a demurrer admits as true all well-pleaded facts and every inference fairly deducible from those facts. Hess v. Fox Rothschild, LLP, 925 A.2d 798, 805 (Pa. Super. 2007). Preliminary objections which result in the dismissal of a claim may be sustained only in cases that are clear and free from doubt. Burgoyne v. Pinecrest Community Association, 924 A.2d 675, 679 (Pa. Super. 2007). "To be clear and



free from doubt that dismissal is appropriate, it must appear with certainty that the law would not permit recovery by the plaintiff upon the facts averred." Reardon v. Allegheny College, 926 A.2d 477, 480 (Pa. Super. 2007). If any doubt exists as to whether a demurrer should be sustained, that doubt should be resolved in favor of overruling the preliminary objections. Burgoyne, supra; Reed, supra.

CFSI avers that Barnard "applied for and received a credit card issued by FIRST CARD CONV with the Account number 4366133031317398", and that according to the bill of sale, affidavit and assignment which are attached to the complaint as Exhibit A, that credit card account was sold by FIRST CARD CONV to Unifund. (Docket Entry No. 1, ¶¶4-5). CFSI alleges that it subsequently "was assigned all rights to certain card accounts from Unifund, including the account opened by [Barnard] with Account number 4366133031317398." (Id., ¶6). CFSI has attached as Exhibit B to the complaint copies of the bill of sale, affidavit and assignment memorializing Unifund's assignment of Barnard's credit card account to CFSI. (Id., Exhibit B).

CFSI further avers that Barnard's "credit card was subject to the terms of the Cardmember Agreement" and has attached a copy of that Agreement to the complaint. (Id., ¶7 and Exhibit "C"). CFSI alleges that Barnard used the credit card "for purchases, cash advances and/or balance transfers" and "was mailed account statements" for those charges, but "defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due." (Id., ¶¶8-10). According to CFSI, Barnard's "account became delinquent on September 12, 2006" and had a principal amount due of \$7,091.71 at the time that the account was assigned to CFSI. (Id., ¶¶11-12). Since the credit card agreement provides that "any unpaid balance accrues interest at the rate of

14.15" percent, CFSI submits that "[t]he total amount due and owing [CFSI] including interest is \$10,740.18." (*Id.*, ¶¶13-14). Additionally, inasmuch as the credit card agreement further states that "[Barnard] is liable for [CFSI's] court costs and reasonable attorney's fees in the amount of 25% of the balance", (*Id.*, ¶15), CFSI demands judgment "in the amount of \$10,740.18 plus costs of suit, reasonable attorney's fees and any other relief as the Court deems just and appropriate." (*Id.*, p. 3).

Barnard essentially raises two arguments in her preliminary objections. First, citing Pa. R.C.P. 1019(a) which requires the pleader to attach a copy of a writing to the complaint whenever any claim is based on that writing, Barnard contends that the complaint should be dismissed due to CFSI's alleged failure to attach documentation substantiating the assignment of Barnard's credit card debt to CFSI. Second, Barnard submits that CFSI's complaint lacks the requisite specificity since CFSI has not averred the exact date on which Barnard made her credit card charges, the specific amounts that she charged to her card and the particular items that she purchased on those dates. (Docket Entry No. 2, ¶¶16-20, 23-25, 38, 40-41).

The purpose of pleadings is to place a defendant on notice of the claims upon which the defendant will have to defend. City of Newcastle v. Uzamere, 829 A.2d 763, 767-768 (Pa. Cmwlth. 2003); Yacoub v. Lehigh Valley Medical Associates, 805 A.2d 579, 588 (Pa. Super. 2003), *app. denied*, 573 Pa. 692, 825 A.2d 639 (2003). Under Rule 1019(a), a complaint must give the defendant fair notice of the plaintiff's claims and a summary of the material facts that support those claims. Carlson v. Community Ambulance Services, Inc., 824 A.2d 1228, 1232 (Pa. Super. 2003); McClellan, 413 Pa. Super. at 141, 604 A.2d at 1059-60. In determining whether the allegations of a complaint have been stated with the

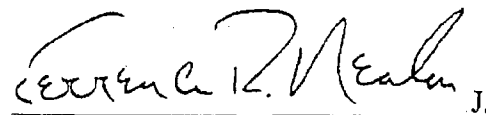
necessary specificity, the court should not focus upon one paragraph of the complaint in isolation, Yacoub, 805 A.2d at 589, and should instead examine the paragraph in context with all other allegations in the complaint. Rachlin v. Edmison, 813 A.2d 862, 870 (Pa. Super. 2002).

Examining the allegations of the complaint and the exhibits attached thereto in their entirety, CFSI has adequately averred the various assignments which afford it standing and the capacity to sue Barnard for her outstanding credit card debt. Moreover, CFSI has provided Barnard with fair notice of its claim and a summary of the material facts supporting that claim. Any additional specifics regarding the individual credit card transactions may be appropriate subjects for discovery, but do not warrant dismissal of the complaint pursuant to Pa. R.C.P. 1019(a) or (f).

AND NOW, this 16th day of August, 2007, upon consideration of "Defendant's Preliminary Objection to Plaintiff's Complaint", the memoranda of law submitted by the parties and the oral argument of counsel on August 16, 2007, and based upon the reasoning set forth above, it is hereby ORDERED and DECREED that:

1. Defendant's preliminary objection to plaintiff's complaint is OVERRULED; and,
2. Within twenty (20) days of the date of this Order, the defendant shall file a responsive pleading to the complaint.

BY THE COURT:


Terrence R. Nealon

cc: *Written notice of the entry of the foregoing Order has been provided to each party pursuant to Pa. R. Civ. P. 236 (a)(2) by mailing time-stamped copies to:*

Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
120 N. Keyser Avenue
Scranton, PA 18504
Attorney for Plaintiff

Jeffrey W. Nepa, Esquire
Suite 400, 41 N. Main Street
Carbondale, PA 18407
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ENTRY OF OPINION, ORDER, DECREE,
ADJUDICATION OR JUDGMENT FILED 5-12-09MAILED 5-13-09CAPITAL ONE BANK (U.S.A.), N.A.,)
)Plaintiff,)
)vs.)
)THEODORA DEEMS,)
)Defendant.)
)

No. 2008-7610

ORDER

AND NOW, this 11th day of May, 2009, following the Preliminary Objections filed by Defendant in the above-referenced matter and after considering the parties' arguments, it is hereby ORDERED, ADJUGED and DECREED that Defendant's Preliminary Objections are hereby DENIED.

In issuing this Order, the Court notes Preliminary Objections should be granted only in cases that are clear and free from doubt. Uniontown Newspaper, Inc. v. Roberts, 839 A.2d 185 (Pa. 2003). All well-pleaded, material and relevant facts are to be regarded as true and the benefit of all reasonable inferences therefrom made in favor of the non-moving party. Ham v. Sulek, 620 A.2d 5 (1993).

The purpose of Rule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and the extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with her or her own evidence. Weiss v. Equibank, 460 A2d 271 (Pa. Super. Ct. 1983). Rule 1019(i) requires that if a claim is based on a writing, the pleader shall attach the writing or the material part of the writing to the pleading. However, it does not require



the pleader to attach every document that is part of the proof of the cause of action.

Bethlehem Steel Corp., v. Litton Indus. Inc., 71 Pa. D.&C.2d 635 (Pa. Com. Pl. 1974). In an unreported case¹, the Common Pleas Court of Lawrence County has held that attaching the customer agreement, which made clear the customer was required to make payments as due, was sufficient to meet the requirements of Rule 1019, as this agreement to make payments is truly what the creditor's claim is based on. Capital One Bank v. Medina, Case No. 08-1462

Defendant argues Plaintiff's failure to attach the actual cardholder agreement between the parties is fatal to its claim. Defendant alleges this is a violation of Rule 1019 and 1028 of the Pennsylvania Rules of Civil Procedure, in that the claims are based upon a writing, namely the contract between the parties, and failure to attach the contract renders the Complaint insufficiently specific and subsequently fails to conform to law or rule of court. Defendant relies on Atlantic Credit and Finance, Inc. v. Giuliana, 829 A.2d 340 (Pa. Super. Ct. 2003), for the proposition that the underlying agreement must be attached to the Complaint in the creditor's action to recover sums allegedly due.

Defendant argues that since the Superior Court in Atlantic Credit held the failure to attach "writings" is fatal to the claims set forth in the complaint, the fact that Plaintiff did not attach the actual contract between the parties is fatal. However, they fail to explain which "writings" the court was referring to in that case. The facts reveal the only writing attached to the complaint was one sheet of paper they alleged was an account statement with nothing further to substantiate their claim of an existing contract or ongoing obligation on the part of the debtor.

¹ Though the Court notes this case is not authoritative, the reasoning of the Court of Common Pleas of Lawrence County is instructive.

In contrast, Plaintiff in this case has attached Defendant's credit application as well as account statements itemizing every purchase making up the total amount claimed due and owing. Each statement also contains information regarding total credit line, and additional terms and conditions such as finance charges, annual percentage rates and assessment of late fees. In addition, the terms and conditions attached to the credit application as well as to every billing statement Defendant received made clear she was obligated to make payments on the balance of her charges as due. While there may be a question of whether the terms and conditions attached to the credit application were current as of the time of the application, at no time did Defendant contest the terms and conditions attached to her statements nor did she contest the balance due until the initiation of this suit. These issues would be more appropriate after discovery is completed and the matter is ripe for summary judgment, if appropriate. Therefore, under the case law discussed above it is clear Plaintiff has provided enough information to satisfy the requirements of both Rule 1019 and Rule 1028. Accordingly, Defendant's Preliminary Objections are hereby DENIED.

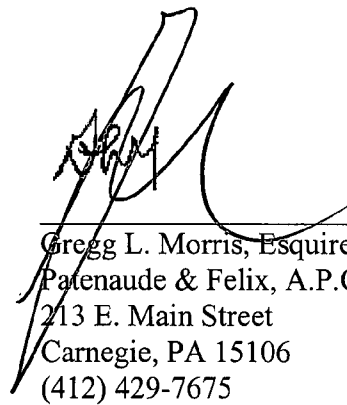
BY THE COURT:


Mark E. Mascara, Judge

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy L Datres, Esq.
230 Lincoln Way East, Suite A
Chambersburg PA 17201

Date: May 21, 2009



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

14

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

CAPITAL ONE BANK
Plaintiff

VS

KAREN L. DEMKO
Defendant

* NO. 07-943-CD
*
*
*
*
*

ORDER

NOW, this 22nd day of May, 2009, upon receipt and review of the Defendant's Preliminary Objections to Amended Complaint filed May 12, 2009 and Motion to Stay Pre-Complaint Discovery Requests; it is the ORDER of this Court that argument on said Motions shall be held on the **19th day of June, 2009 at 2:45 p.m. in Courtroom No. 1** of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been allotted for this proceeding.

BY THE COURT



FREDRIC J. AMMERMAN
President Judge

FILED

04:00 PM
MAY 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

2cc Atty's:
Dakres
Morris

64

FILED

MAY 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/26/09

___ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) X Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney

___ Special Instructions:

FILED

MAY 28 2009

5 M/12:35/6
William A. Shaw
Prothonotary/Clerk of Courts

NO 4C

WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,

Plaintiff

v.

KAREN L. DEMKO,

Defendant(s)

)
) NO. 07-943-CD
)
)
)
)
)
)
)

**PLAINTIFF'S ANSWER
TO DEFENDANT'S
PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED
COMPLAINT**

Filed on behalf of:
Capital One Bank, Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

You are hereby notified to file a
written response within the time
provided by the Rules of Civil Procedure or
a judgment may be entered against
you.

Gregg L. Morris, Esquire

CAPITAL ONE BANK,

v.

Defendant(s)

) NO. 07-943-CD

AND NOW, this _____ day of _____, 200__ upon consideration of

By the Court:

_____ J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK,)	
)	NO. 07-943-CD
Plaintiff)	
)	
v.)	
)	
KAREN L. DEMKO,)	
)	
Defendant(s))	

PLAINTIFF'S ANSWER TO DEFENDANT'S PRELIMINARY OBJECTIONS
PLAINTIFF'S AMENDED COMPLAINT

AND NOW, comes Plaintiff, above named, by and through the undersigned counsel, and files the following **Plaintiff's Answer to Defendant's Preliminary Objections to Plaintiff's Amended Complaint**, and incorporates herein by reference the averments set forth in Plaintiff's Amended Complaint in Civil Action filed at the above number and term, and further avers as follows:

I MOTION TO STRIKE/FAILURE OF PLEADING TO CONFORM TO LAW OR RULE
OF COURT - FAILURE TO ATTACH A COPY OF WRITTEN AGREEMENT

1. The paragraph fails to make a factual averment, but rather states a conclusion of law to which no response is required. Without waiving the foregoing objection, Plaintiff's Amended Complaint is attached hereto for the convenience of the Court as Plaintiff's Exhibit "A" and incorporated herein by reference. The Amended Complaint seeks damages for default of an account stated. Billing statements are attached thereto as Plaintiff's Exhibit "A" show that Defendant made numerous payments on the account. The document speaks for itself. By way of further response, Pennsylvania law does not require signatures to create an enforceable contract. *Hartman v. Baker*, 766 A.2d 347, 351 (Pa Super. 2000). On the contrary, agreements may be

accepted by conduct as in the present case¹. *Hartman*, supra.; *Schreiber v. Olan Mills*, 426 Pa. Super. 537, 627 A.2d 806 (1993).

2. Plaintiff incorporates by reference Plaintiff's response to paragraph 1 as though fully set forth herein at length. By way of further response, The Amended Complaint is set forth in two counts. Count I states a claim for default of an account stated and billing statements are attached to the Amended Complaint in Civil Action. The Restatement (Second) of Contracts provides that "an account stated is a manifestation of assent by a debtor and creditor to a stated sum as being an accurate computation of an amount due the creditor." Restatement (Second) of Contracts § 282(1). The Restatement Second goes on to say "a party's retention without objection for an unreasonably long time of a statement of account rendered by the other party is a manifestation of assent." Restatement (Second) § 282(1). This rule is consistent with the requirements established by Regulation Z of the Truth in Lending Act (TILA). 15 U.S.C. 1601 et seq. The regulations provides strict time limitations for the resolution of billing errors upon lenders *provided* the debtor affords the lender prompt notice (within sixty days) of the alleged dispute. 15 U.S.C. 1666.²

¹ Furthermore, this account was opened on May 18, 2004. Applications need only be retained for 25 months as provided for under 12 C.F.R. 202.12.

² These matters were addressed by the Court of Common Pleas of Lackawanna County by Judge Nealon in *Commonwealth Financial Systems, Inc. v. Michelle Barnard*, 07 CV 1384. A copy of Judge Nealon's decision is attached hereto as Exhibit "B" for the convenience of the Court, and in Lebanon County in *Capital One Bank v. Yadira B. Torres*, 2008-00723. A copy of Judge Eby's decision is attached hereto for the convenience of the Court as Plaintiff's Exhibit "C" and in Capital One Bank v. Angel Medina 2008-01462 as Exhibit "D". This was also addressed by Judge Mascara in Washington County in *Capital One Bank (U.S.A.), NA v. Theodora Deems*, 2008-7610. A copy of the Order is attached hereto for the convenience of the Court as Plaintiff's Exhibit "E".

3. Denied as stated. Plaintiff's response to paragraph number 2 is incorporated herein by reference. By way of further response, the Defendant used card and failed to object to the billing statement as provided for by Regulation Z of the Truth in Lending Act (TILA). 15 U.S.C. 1601 et seq. The billing statements clearly show that a loan was made on May 19, 2004 in the amount of \$7,031.00. See Plaintiff's Amended Complaint at Exhibit "A". In response to her receipt of the billing statement from Plaintiff, Defendant made a payment on the amount of \$253.85 on June 18, 2004. See Plaintiff's Amended Complaint at Exhibit "A".

4. The paragraph states a conclusion of law to which no response is required. Without waiving the foregoing objection the averment is denied. Strict proof thereof is demanded at trial. Pennsylvania law does not require signatures to create an enforceable contract. *Hartman, id.*; and *Schreiber, id.*

5.. Denied as stated. Plaintiff's response to paragraph number 2 and 3 are incorporated herein by reference. By way of further response, Defendant reliance upon *Target v. Samanez*, No. AR06-9418 is misplaced. In *Target*, there by was but a single billing statement attached to the complaint which did not evidence that Defendant had made a payment on the account. In the present case, the Amended Complaint has attached thereto numerous billing statements showing that not only did Defendant receive the statements, she made payments on the account. By way of further response, the Regulation Z of the Truth in Lending Act (TILA). 15 U.S.C. 1601 is Federal law.

6. Denied as stated. Plaintiff's response to paragraph number 2, 3 and 5 are incorporated herein by reference.

WHEREFORE, Plaintiff request that the Court enter the attached order denying Defendant's Preliminary Objections to Plaintiff's Amended Complaint in Civil Action along with any additional relief the Court deems appropriate under the circumstances.

**II. MOTION TO STRIKE/FAILURE OF PLEADING TO CONFORM TO LAW
OR RULE OF COURT - NOT A REAL PARTY IN INTEREST**

7. Plaintiff incorporates by reference, Plaintiff's responses to Paragraphs 1 to 6 as though fully set forth herein by reference.

8. Admitted.

9. Denied as stated. The Amended Complaint in Civil Action is incorporated herein by reference. The document speaks for itself.

10. Denied as stated. The Amended Complaint in Civil Action is incorporated herein by reference. The document has numerous billing statements attached. The document speaks for itself.

11. The paragraph states a conclusion of law to which no response is required. The Amended Complaint in Civil Action is incorporated herein by reference. The document has numerous billing statements attached. The document speaks for itself.

12. The paragraph states a conclusion of law to which no response is required. The Amended Complaint in Civil Action is incorporated herein by reference. The document has numerous billing statements attached. The document speaks for itself.

WHEREFORE, Plaintiff request that the Court enter the attached order denying Defendant's Preliminary Objections to Plaintiff's Amended Complaint in Civil Action along with any additional relief the Court deems appropriate under the circumstances.

III MOTION TO STRIKE/INSUFFICIENT SPECIFICITY OF PLEADING

13. Plaintiff incorporates by reference, Plaintiff's responses to Paragraphs 1 to 12 as though fully set forth herein by reference.

14. The paragraph states a conclusion of law to which no response is required. By

way of further response, "The purpose of Fule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with his or her own evidence." Judge Eby citing *Weis v. Equibank* 460 A.2d 271, 274-275 (Pa.Super. 1983), and *Laursen v. Gen. Hospital of Monroe County*, 393 A.2d 761, 766 (Pa.Super. 1978) in *Capital One Bank v. Angel Medina*. See Plaintiff's Exhibit "D" at page 3.

15. The paragraph states a conclusion of law to which no response is required. Plaintiff incorporates by reference, Plaintiff's responses to Paragraphs 15 as though fully set forth herein by reference.

16. The paragraph states a conclusion of law to which no response is required. Plaintiff incorporates by reference, Plaintiff's responses to Paragraphs 2, 3, 5 and 15 as though fully set forth herein by reference. Clearly with more than one years worth of billing statements, Defendant knows the basis of Plaintiff's claim. Defendant has equal knowledge as to what charges were made on the account, and made payments on the account without disputing the billing statements as provided for by Regulation Z of the Truth in Lending Act (TILA). 15 U.S.C. 1601 et seq.

17. Denied as stated. The Amended Complaint in Civil Action is incorporated herein by reference. The billing statements for the account are from the date the account was opened until it was closed. The document speaks for itself. In determining whether a claim has been stated with the necessary specificity, the Court should not focus on one portion or paragraph of the Complaint. *Yacoub v. Lehigh Valley Medical Associates, PC*, 805 A.2d 579, at 589 (Pa. Super.).

18. Denied as stated. Plaintiff's responses to Paragraph 17 as though fully set forth herein by reference.

19. Denied as stated. The Amended Complaint in Civil Action is incorporated herein by reference. The billing statements for the account are from the date the account was opened until it was closed. The document speaks for itself.

20. The paragraph states a conclusion of law to which no response is required. Plaintiff incorporates by reference, Plaintiff's responses to Paragraphs 2, 3, 5 and 15 as though fully set forth herein by reference.

21-30. The Preliminary Objections appear to misnumbered. Plaintiff reserves the right to file a response, should one be deemed necessary.

WHEREFORE, Plaintiff request that the Court enter the attached order denying Defendant's Preliminary Objections to Plaintiff's Amended Complaint in Civil Action along with any additional relief the Court deems appropriate under the circumstances.

III MOTION TO STRIKE/INSUFFICIENT SPECIFICITY OF PLEADING

31. Plaintiff incorporates by reference, Plaintiff's responses to Paragraphs 1 to 30 as though fully set forth herein by reference.

32. The paragraph states a conclusion of law to which no response is required.

33. The paragraph states a conclusion of law to which no response is required.

34. Denied as stated. The Amended Complaint is attached hereto as Plaintiff's Exhibit "A" and incorporated herein by reference. The document speaks for itself. By way of further response, a Praecipe to Substitute Verification has been sent to be filed. A copy of the Praecipe is attached hereto for the convenience of the Court as Plaintiff's Exhibit "F".

35. Denied as stated. Plaintiff objects to the argumentative nature of Defendant's assertion. Without waiving the foregoing response, Plaintiff's response to paragraph number 34 is incorporated herein by reference.

35. Denied as stated. Defendant did not file preliminary objections 2 years ago.

Plaintiff's response to paragraph number 34 is incorporated herein by reference.

36. The paragraph states a conclusion of law to which no response is required.

Without waiving the foregoing response, Plaintiff's response to paragraph number 34 is incorporated herein by reference. A copy of the Praeceptum to Substitute Verification is attached hereto as Plaintiff's Exhibit "F" and is incorporated herein by reference.

WHEREFORE, Plaintiff request that the Court enter the attached order denying Defendant's Preliminary Objections to Plaintiff's Amended Complaint in Civil Action along with any additional relief the Court deems appropriate under the circumstances.

Respectfully submitted:

Paternaude & Felix, A.P.C

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

)
)
) NO. 2007-943-CD
)
)
)
)
)
)
)

**AMENDED COMPLAINT IN
CIVIL ACTION**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within 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 any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

Usted ha sido demandado en corte. Si usted desea defenderse de las demandas que se presentan más adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted fall de tomar accion como se describe anteriormente, el caso pude proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad au otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO

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.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSO A PERSONAS QUE CALIFICAN.

CLEARFIELD COUNTY COURTHOUSE

DAVID S. MEHOLICK, COURT
ADMINISTRATOR

230 EAST MARKET STREET

CLEARFIELD, PA 16830

814-765-2641

CLEARFIELD COUNTY COURTHOUSE

DAVID S. MEHOLICK, COURT
ADMINISTRATOR

230 EAST MARKET STREET

CLEARFIELD, PA 16830

814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

AMENDED COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE BANK, by and through its attorney, GREGG MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C. and files the following **Amended Complaint**, and in support thereof aver as follows:

1. Plaintiff, CAPITAL ONE BANK, is a corporation and for the purpose of this litigation, maintaining a place of business c/o PATENAUDE AND FELIX, A.P.C., 213 East Main St Carnegie, Pennsylvania 15106.
2. Defendant is KAREN L DEMKO, an adult individual, believed to currently reside at 1059 W HANNAH ST APT 1 HOUTZDALE, PA 16651.
3. Heretofore, the Defendant(s) opened an account with Plaintiff being Account No. 7812602439018207, for the purchase of good and services. See Plaintiff's Exhibit "A" incorporated herein by reference.
4. The Defendant(s) has/have made or authorized a number of purchases and as of October 28, 2005, Defendant(s) owes \$5,410.83 on said account plus interest at 16.90 %.

5. Plaintiff maintains accurate books of account recording all credits and debits for this account.

6. Defendant assented to the correctness of the balance by making payments on the account.

7. The Defendant(s) have/has received monthly billing statements from Plaintiff setting forth the nature and amount of all charges made by Defendant(s), and the transactions between Plaintiff and Defendant(s) give rise to an account stated, upon which Plaintiff has relied by continuing to extend credit to Defendant(s). See Plaintiff's Exhibit "A" incorporated herein by reference.

8. The Defendant(s) made payments, but have/has refused to pay, and now refuses to pay the balance due and owing on the aforesaid account in the sum of \$5,410.83, plus interest and costs.

9. By making payments and by failing to object or dispute the statements, Defendant(s) have/has assented to and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

10. Despite repeated demands, Defendant(s) have/has failed to make the required installment payments when due and therefore the full amount of the account is now due and payable.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$5,410.83, plus interest as attached hereto and set forth herein and attorney's fees in the amount of \$0.00 with continuing interest thereon at the legal rate thereon from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Count II
Breach of Contract

11. The averments of paragraphs 1 through 10 are incorporated herein by reference as if the same were set forth herein at length.

12. Defendant opened the aforesaid account. A copy of the billing statements are attached hereto and collectively referred to as Plaintiff's Exhibit "A" and incorporated herein by reference.

13. Defendant is in default for failing to make payments as due.

14. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

15. Plaintiff avers that counsel for Plaintiff is not a salaried employee of Plaintiff and that such attorney's fees will amount to an amount yet to be determined.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$5,410.83 plus interest as attached hereto and set forth herein and attorney's fees in the amount of an amount yet to be determined with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully submitted:
Patenaude & Felix, A.P.C.



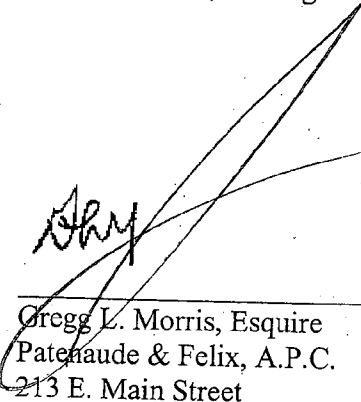
Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Date: April 22, 2009

VERIFICATION

The undersigned, Gregg L. Morris, hereby states that he is the attorney for Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. Counsel has signed the verification at the request of Plaintiff as a matter of time and convenience and because Plaintiff's representative is located outside the jurisdiction of this Court and signature could not be obtained in time to file this pleading. Plaintiff has represented to counsel that there is a debt due and owing from Defendant to Plaintiff in the amount as set forth within the foregoing pleading. Plaintiff has provided counsel with all relevant information in order to allow counsel to sign this verification. Plaintiff agrees to provide a verification signed by Plaintiff upon request by Defendant. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: April 22, 2009



Gregg L. Morris, Esquire
Patehaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

APR 24 - MAY 23, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$7,031.00
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE June 18, 2004

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments and Adjustments

Other Charges

1 19 MAY INSTALLMENT LOAN \$7,031.00

Thank you for opening a Capital One® installment loan. We would like to take a moment to remind you of our direct draft service, which makes paying your loan more convenient because monthly payments are automatically deducted from your personal bank account. If you have established direct draft service, you will not need to send your payments via mail, and you will not receive monthly billing statements. If you have not already established direct draft service and are interested in enrolling, please call Customer Relations.

1478A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 7031000000000253850

Total New Balance \$7,031.00
Minimum Amount Due \$253.85
Payment Due Date June 18, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



001478



#9214471658347899# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automatic payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automatic payment is returned, Capital One reserves the right to terminate this authorization and your participation therein.

You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automatic payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date.

You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to:

Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

Monthly periodic statements will not be issued to participants in this plan.

© 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

01ILBAK

23P02 O 1600
2

1478A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAY 24 - JUN 23, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,976.86
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE July 19, 2004

Payments and Adjustments

1	18 JUN	PAYMENT RECEIVED - THANK YOU	\$253.85-
---	--------	------------------------------	-----------

Other Charges

2	04 JUN	ACCOUNT OPENING FEE - FINANCE CHARGE	\$99.00
---	--------	--------------------------------------	---------

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1639A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6976860253850253858

Total New Balance	\$6,976.86
Minimum Amount Due	\$253.85
Payment Due Date	July 19, 2004
Total enclosed \$	<input type="text"/>
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



001638



#9217671658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automatic payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automatic payment is returned, Capital One reserves the right to terminate this authorization and your participation therein.

Monthly periodic statements will not be issued to participants in this plan.

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You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automatic payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date.

You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to:

Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up: Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

JUN 24 - JUL 23, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,819.13
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE August 18, 2004

Payments and Adjustments

1 17 JUL PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1409A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6819130253850253857

Total New Balance \$6,819.13
Minimum Amount Due \$253.85
Payment Due Date August 18, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



#9220671658347896# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automatic payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automatic payment is returned, Capital One reserves the right to terminate this authorization and your participation therein.

You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automatic payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date.

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Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

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IMPORTANT INFORMATION

New Loan and Other Charges

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Credits

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Payments

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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1409A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

JUL 24 - AUG 23, 2004

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,662.25

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85
PAYMENT DUE DATE September 18, 2004

Payments and Adjustments

1	16 AUG	PAYMENT RECEIVED - THANK YOU	\$253.85-
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At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1566A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6662250253850253851

Total New Balance \$6,662.25
Minimum Amount Due \$253.85
Payment Due Date September 18, 2004

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



#9223771658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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1566A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

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Simply enclose this coupon with your payment for this month and send before your due date.
 Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
 Please continue to make your monthly payment until you receive your confirmation letter.
 If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
 DILAM 017-0703



PERSONAL LOAN ACCOUNT
 781260-2439018207

AUG 24 - SEP 27, 2004
 Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,515.26
 The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
 AMOUNT DUE \$253.85
 PAYMENT DUE DATE October 22, 2004

Payments and Adjustments

1 18 SEP PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
 Attn: Remittance Processing
 Capital One Services
 P.O. Box 85184
 Richmond, VA 23285-5184

Send inquiries to:
 Capital One Services
 P.O. Box 85015
 Richmond, VA 23285-5015

Important Account Information

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to www.everyvotecounts2004.com to make sure your voice is heard. Every vote counts!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6515260253850253859

Total New Balance \$6,515.26
 Minimum Amount Due \$253.85
 Payment Due Date October 22, 2004
 Total enclosed \$
 Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
 City State ZIP
 Home Phone Alternate Phone

Capital One, F.S.B.
 P.O. Box 85184
 Richmond, VA 23285-5184



002383



#9227271658347898# MAIL ID NUMBER
 KAREN L DEMKO
 512 2ND AVE APT 2
 ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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2383A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 8:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here XPlease ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703

PERSONAL LOAN ACCOUNT
781260-2439018207

SEP 28 - OCT 27, 2004

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,349.58
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE November 22, 2004

Payments and Adjustments

1	07 OCT	PAYMENT RECEIVED - THANK YOU	\$253.85-
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At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6349580253850253852

Total New Balance \$6,349.58
Minimum Amount Due \$253.85
Payment Due Date November 22, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002368

#9230271658347893# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

017

KAREN L DEMKO
Free Automatic Payment Service:
The convenience of writing one less check each month.

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Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here **X**

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

OCT 28 - NOV 27, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE	\$6,185.65
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.	
AMOUNT DUE	\$253.85
PAYMENT DUE DATE	December 22, 2004

Payments and Adjustments

1	22 NOV	PAYMENT RECEIVED - THANK YOU	\$253.85-
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At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT



0000000 7 7812602439018207 27 6185650253850253850

Total New Balance	\$6,185.65
Minimum Amount Due	\$253.85
Payment Due Date	December 22, 2004
Total enclosed	\$ <input type="text"/>
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

002426

#9233371658347898# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

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27P02 01600

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KAREN L DEMKO

017

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If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

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See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

NOV 28 - DEC 27, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,017.10
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE January 22, 2005

Payments and Adjustments

1 23 DEC PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to: Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to: Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

2227A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6017100253850253850

Total New Balance \$6,017.10
Minimum Amount Due \$253.85
Payment Due Date January 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002227

#9236371658347895# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



IMPORTANT INFORMATION

New Loan and Other Charges

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

01ILBAK

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

DEC 28, 2004 - JAN 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,848.76

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE February 22, 2005

Payments and Adjustments

1 20 JAN PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5848760253850253858

Total New Balance \$5,848.76
Minimum Amount Due \$253.85
Payment Due Date February 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002065

#9202871658347894# MAIL ID NUMBER
KAREN L. DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

JAN 28 - FEB 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,932.40

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$507.70

PAYMENT DUE DATE March 22, 2005

Payments and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

In calendar year 2004, you paid \$763.05 toward interest. If you are enrolled in direct draft service, your payment will continue to be automatically deducted from your checking account. If you are not enrolled in direct draft service and are interested in enrolling, please contact our Customer Relations Department at 1-800-955-2115.

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

2389A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5932400253850507709

Total New Balance \$5,932.40
Minimum Amount Due \$507.70
Payment Due Date March 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



#9205871658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

FEB 28 - MAR 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,788.03
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$507.70
PAYMENT DUE DATE April 22, 2005

Payments and Adjustments

1 05 MAR PAYMENT RECEIVED - THANK YOU \$253.85-

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Other Charges

2 02 MAR PAST DUE FEE \$35.00

At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

2074A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5788030253850507709

Total New Balance \$5,788.03
Minimum Amount Due \$507.70
Payment Due Date April 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



002674

#9208671658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

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☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAR 28 - APR 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,363.71
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE May 23, 2005

Payments and Adjustments

1	06 APR	PAYMENT RECEIVED - THANK YOU	\$507.70-
2	25 APR	ADJ- ACCOUNT OPENING FEE - FINANCE CHARGE	29.87-

Other Charges

3	30 MAR	PAST DUE FEE	\$35.00
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At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

2508A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5363710507700253859

Total New Balance	\$5,363.71
Minimum Amount Due	\$253.85
Payment Due Date	May 23, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



002508



#9211871658347893# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

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Payments

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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KAREN L DEMKO

017

Free Automatic Payment Service:

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☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

APR 28 - MAY 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$4,925.45
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE June 22, 2005

Payments and Adjustments

1 06 MAY PAYMENT RECEIVED - THANK YOU \$507.70-

At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

2676A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 4925450507700253856

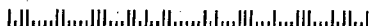
Total New Balance \$4,925.45
Minimum Amount Due \$253.85
Payment Due Date June 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

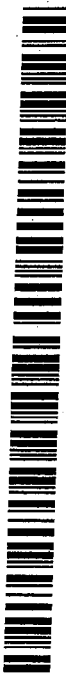


002676

#9214871658347890# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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KAREN L DEMKO

017

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☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAY 28 - JUN 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE	\$4,995.43
AMOUNT DUE	\$507.70
PAYMENT DUE DATE	July 22, 2005

Payments and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

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▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 4995430507700507704

Total New Balance	\$4,995.43
Minimum Amount Due	\$507.70
Payment Due Date	July 22, 2005

Total enclosed \$

Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



005590



#9017971658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

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Financial difficulties?

We can help!

Capital One
what's in your wallet?

**Your account is over
30 days past due.**

- Good credit can be important for getting an apartment, a cell phone or even a job.
- To avoid risk to your credit rating, call 1-800-955-6600 to use our free Check by Phone service.
- If you prefer, simply use the payment coupon below.
- If you have online account access, log on to your account and pay now at www.capitalone.com.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
© 2004 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

041-0404



PERSONAL LOAN ACCOUNT
781260-2439018207

JUN 28 - JUL 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,098.15
AMOUNT DUE \$761.55
PAYMENT DUE DATE August 22, 2005

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments and Adjustments

Other Charges

1 30JUN PAST DUE FEE \$35.00

12196M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5098150507700761551

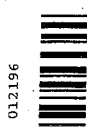
Total New Balance \$5,098.15
Minimum Amount Due \$761.55
Payment Due Date August 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



#9020971658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

JUL 28 - AUG 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,203.13
AMOUNT DUE \$1,015.40
PAYMENT DUE DATE September 22, 2005

Payments and Adjustments

Other Charges

1	30 JUL	PAST DUE FEE	\$35.00
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At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

11843M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5203130507701015405

Total New Balance \$5,203.13
Minimum Amount Due \$1,015.40
Payment Due Date September 22, 2005
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



011843



#9024071658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
KAREN L DEMKO

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

042-0605



PERSONAL LOAN ACCOUNT
781260-2439018207

AUG 28 - SEP 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,308.11
AMOUNT DUE \$5,308.11
PAYMENT DUE DATE October 22, 2005

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments and Adjustments

Other Charges

1 30 AUG PAST DUE FEE \$35.00

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

11677M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5308110507705308113

Total New Balance \$5,308.11
Minimum Amount Due \$5,308.11
Payment Due Date October 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



011677



#9027171658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

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2

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

042

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our **free Check by Phone** service by calling 1-800-955-6600.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

ACCOUNT STATUS FOR:
KAREN L DEMKO

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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042-0605



PERSONAL LOAN ACCOUNT
781260-2439018207

SEP 28 - OCT 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE	\$5,410.83
AMOUNT DUE	\$5,410.83
PAYMENT DUE DATE	November 22, 2005

Payments and Adjustments

Other Charges

1	30 SEP	PAST DUE FEE	\$35.00
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At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

5873M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5410830507705410839

Total New Balance	\$5,410.83
Minimum Amount Due	\$5,410.83
Payment Due Date	November 22, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



005873



#9030171658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

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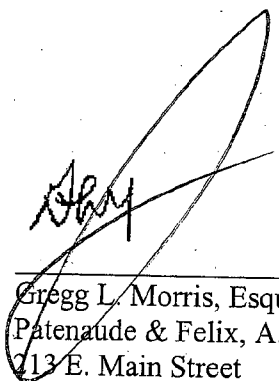
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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy Datres, Esq.
211 E Locust St
Clearfield PA 16830

Date: April 22, 2009



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

06-03127

MARY E. RINALDI
LACKAWANNA COUNTY

2007 AUG 16 P 1:48

CLERK OF
JUDICIAL RECORDS

COMMONWEALTH FINANCIAL
SYSTEMS, INC.

Plaintiff

vs.

MICHELLE BARNARD

Defendant

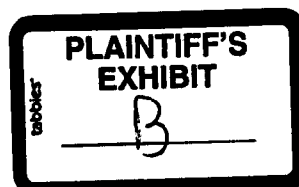
IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

CIVIL ACTION - AT LAW

NO. 07 CV 1384

ORDER

Defendant, Michelle Barnard ("Barnard") has filed preliminary objections to the complaint that has been filed by plaintiff Commonwealth Financial Systems, Inc. ("CFSI") in this credit card collection action. Preliminary objections in the nature of a demurrer "can only be sustained where the complaint is clearly insufficient to establish the pleader's right to relief." Reed v. Dupuis, 920 A.2d 861, 864 (Pa. Super. 2007). For purposes of testing the legal sufficiency of the challenged pleading, a demurrer admits as true all well-pleaded facts and every inference fairly deducible from those facts. Hess v. Fox Rothschild, LLP, 925 A.2d 798, 805 (Pa. Super. 2007). Preliminary objections which result in the dismissal of a claim may be sustained only in cases that are clear and free from doubt. Burgoyne v. Pinecrest Community Association, 924 A.2d 675, 679 (Pa. Super. 2007). "To be clear and



free from doubt that dismissal is appropriate, it must appear with certainty that the law would not permit recovery by the plaintiff upon the facts averred." Reardon v. Allegheny College, 926 A.2d 477, 480 (Pa. Super. 2007). If any doubt exists as to whether a demurrer should be sustained, that doubt should be resolved in favor of overruling the preliminary objections. Burgoyne, supra; Reed, supra.

CFSI avers that Barnard "applied for and received a credit card issued by FIRST CARD CONV with the Account number 4366133031317398", and that according to the bill of sale, affidavit and assignment which are attached to the complaint as Exhibit A, that credit card account was sold by FIRST CARD CONV to Unifund. (Docket Entry No. 1, ¶¶4-5). CFSI alleges that it subsequently "was assigned all rights to certain card accounts from Unifund, including the account opened by [Barnard] with Account number 4366133031317398." (Id., ¶6). CFSI has attached as Exhibit B to the complaint copies of the bill of sale, affidavit and assignment memorializing Unifund's assignment of Barnard's credit card account to CFSI. (Id., Exhibit B).

CFSI further avers that Barnard's "credit card was subject to the terms of the Cardmember Agreement" and has attached a copy of that Agreement to the complaint. (Id., ¶7 and Exhibit "C"). CFSI alleges that Barnard used the credit card "for purchases, cash advances and/or balance transfers" and "was mailed account statements" for those charges, but "defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due." (Id., ¶¶8-10). According to CFSI, Barnard's "account became delinquent on September 12, 2006" and had a principal amount due of \$7,091.71 at the time that the account was assigned to CFSI. (Id., ¶¶11-12). Since the credit card agreement provides that "any unpaid balance accrues interest at the rate of

14.15" percent, CFSI submits that "[t]he total amount due and owing [CFSI] including interest is \$10,740.18." (*Id.*, ¶¶13-14). Additionally, inasmuch as the credit card agreement further states that "[Barnard] is liable for [CFSI's] court costs and reasonable attorney's fees in the amount of 25% of the balance", (*Id.*, ¶15), CFSI demands judgment "in the amount of \$10,740.18 plus costs of suit, reasonable attorney's fees and any other relief as the Court deems just and appropriate." (*Id.*, p. 3).

Barnard essentially raises two arguments in her preliminary objections. First, citing Pa. R.C.P. 1019(a) which requires the pleader to attach a copy of a writing to the complaint whenever any claim is based on that writing, Barnard contends that the complaint should be dismissed due to CFSI's alleged failure to attach documentation substantiating the assignment of Barnard's credit card debt to CFSI. Second, Barnard submits that CFSI's complaint lacks the requisite specificity since CFSI has not averred the exact date on which Barnard made her credit card charges, the specific amounts that she charged to her card and the particular items that she purchased on those dates. (Docket Entry No. 2, ¶¶16-20, 23-25, 38, 40-41).

The purpose of pleadings is to place a defendant on notice of the claims upon which the defendant will have to defend. City of Newcastle v. Uzamere, 829 A.2d 763, 767-768 (Pa. Cmwlth. 2003); Yacoub v. Lehigh Valley Medical Associates, 805 A.2d 579, 588 (Pa. Super. 2003), *app. denied*, 573 Pa. 692, 825 A.2d 639 (2003). Under Rule 1019(a), a complaint must give the defendant fair notice of the plaintiff's claims and a summary of the material facts that support those claims. Carlson v. Community Ambulance Services, Inc., 824 A.2d 1228, 1232 (Pa. Super. 2003); McClellan, 413 Pa. Super. at 141, 604 A.2d at 1059-60. In determining whether the allegations of a complaint have been stated with the

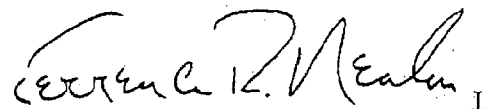
necessary specificity, the court should not focus upon one paragraph of the complaint in isolation, Yacoub, 805 A.2d at 589, and should instead examine the paragraph in context with all other allegations in the complaint. Rachlin v. Edmison, 813 A.2d 862, 870 (Pa. Super. 2002).

Examining the allegations of the complaint and the exhibits attached thereto in their entirety, CFSI has adequately averred the various assignments which afford it standing and the capacity to sue Barnard for her outstanding credit card debt. Moreover, CFSI has provided Barnard with fair notice of its claim and a summary of the material facts supporting that claim. Any additional specifics regarding the individual credit card transactions may be appropriate subjects for discovery, but do not warrant dismissal of the complaint pursuant to Pa. R.C.P. 1019(a) or (f).

AND NOW, this 16th day of August, 2007, upon consideration of "Defendant's Preliminary Objection to Plaintiff's Complaint", the memoranda of law submitted by the parties and the oral argument of counsel on August 16, 2007, and based upon the reasoning set forth above, it is hereby ORDERED and DECREED that:

1. Defendant's preliminary objection to plaintiff's complaint is OVERRULED;
and,
2. Within twenty (20) days of the date of this Order, the defendant shall file a responsive pleading to the complaint.

BY THE COURT:


Terrence R. Nealon

cc: *Written notice of the entry of the foregoing Order has been provided to each party pursuant to Pa. R. Civ. P. 236 (a)(2) by mailing time-stamped copies to:*

Michael F. Ratchford, Esquire
Edwin A. Abrahamsen & Associates, P.C.
120 N. Keyser Avenue
Scranton, PA 18504
Attorney for Plaintiff

Jeffrey W. Nepa, Esquire
Suite 400, 41 N. Main Street
Carbondale, PA 18407
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ENTRY OF OPINION, ORDER DECREE,
ADJUDICATION OR JUDGMENT FILED 5-12-09MAILED 5-13-09

CAPITAL ONE BANK (U.S.A.), N.A.,

Plaintiff,

vs.

THEODORA DEEMS,

Defendant.

No. 2008-7610

ORDER

AND NOW, this 11th day of May, 2009, following the Preliminary Objections filed by Defendant in the above-referenced matter and after considering the parties' arguments, it is hereby ORDERED, ADJUGED and DECREED that Defendant's Preliminary Objections are hereby DENIED.

In issuing this Order, the Court notes Preliminary Objections should be granted only in cases that are clear and free from doubt. Uniontown Newspaper, Inc. v. Roberts, 839 A.2d 185 (Pa. 2003). All well-pleaded, material and relevant facts are to be regarded as true and the benefit of all reasonable inferences therefrom made in favor of the non-moving party. Ham v. Sulek, 620 A.2d 5 (1993).

The purpose of Rule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and the extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with her or her own evidence. Weiss v. Equibank, 460 A2d 271 (Pa. Super. Ct. 1983). Rule 1019(i) requires that if a claim is based on a writing, the pleader shall attach the writing or the material part of the writing to the pleading. However, it does not require

the pleader to attach every document that is part of the proof of the cause of action.

Bethlehem Steel Corp., v. Litton Indus. Inc., 71 Pa. D.&C.2d 635 (Pa. Com. Pl. 1974). In an unreported case¹, the Common Pleas Court of Lawrence County has held that attaching the customer agreement, which made clear the customer was required to make payments as due, was sufficient to meet the requirements of Rule 1019, as this agreement to make payments is truly what the creditor's claim is based on. Capital One Bank v. Medina, Case No. 08-1462

Defendant argues Plaintiff's failure to attach the actual cardholder agreement between the parties is fatal to its claim. Defendant alleges this is a violation of Rule 1019 and 1028 of the Pennsylvania Rules of Civil Procedure, in that the claims are based upon a writing, namely the contract between the parties, and failure to attach the contract renders the Complaint insufficiently specific and subsequently fails to conform to law or rule of court. Defendant relies on Atlantic Credit and Finance, Inc. v. Giuliana, 829 A.2d 340 (Pa. Super. Ct. 2003), for the proposition that the underlying agreement must be attached to the Complaint in the creditor's action to recover sums allegedly due.

Defendant argues that since the Superior Court in Atlantic Credit held the failure to attach "writings" is fatal to the claims set forth in the complaint, the fact that Plaintiff did not attach the actual contract between the parties is fatal. However, they fail to explain which "writings" the court was referring to in that case. The facts reveal the only writing attached to the complaint was one sheet of paper they alleged was an account statement with nothing further to substantiate their claim of an existing contract or ongoing obligation on the part of the debtor.

¹ Though the Court notes this case is not authoritative, the reasoning of the Court of Common Pleas of Lawrence County is instructive.

In contrast, Plaintiff in this case has attached Defendant's credit application as well as account statements itemizing every purchase making up the total amount claimed due and owing. Each statement also contains information regarding total credit line, and additional terms and conditions such as finance charges, annual percentage rates and assessment of late fees. In addition, the terms and conditions attached to the credit application as well as to every billing statement Defendant received made clear she was obligated to make payments on the balance of her charges as due. While there may be a question of whether the terms and conditions attached to the credit application were current as of the time of the application, at no time did Defendant contest the terms and conditions attached to her statements nor did she contest the balance due until the initiation of this suit. These issues would be more appropriate after discovery is completed and the matter is ripe for summary judgment, if appropriate. Therefore, under the case law discussed above it is clear Plaintiff has provided enough information to satisfy the requirements of both Rule 1019 and Rule 1028. Accordingly, Defendant's Preliminary Objections are hereby DENIED.

BY THE COURT:


Mark E. Mascara, Judge

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

CIVIL ACTION – LAW

**CAPITAL ONE BANK,
Plaintiff,**

v.

**YADIRA B. TORRES,
Defendant**

No. 2008-00723

APPEARANCES:

**KARINA VELTER, ESQUIRE
Weltman, Weinberg & Reis Co., L.P.A.**

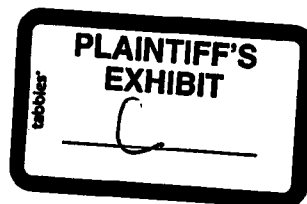
For Plaintiff

**ALEXANDRA R. ROBERTS, ESQUIRE
MidPenn Legal Services**

For Defendant

OPINION BY EBY, P.J., OCTOBER 16, 2008:

Before the Court are Defendant's Preliminary Objections to Plaintiff's Amended Complaint. On April 7, 2008, Plaintiff filed a Complaint against Defendant alleging that Defendant failed to make payments when due upon a balance incurred by using a credit card issued by Plaintiff to Defendant. On May 9, 2008, Defendant filed Preliminary Objections to Plaintiff's Complaint. On May 27, 2008, Plaintiff filed an Amended Complaint. In its Amended Complaint, Plaintiff avers that on June 5, 2002, Defendant applied for and was issued a credit card by Plaintiff pursuant to the terms of a customer agreement. Plaintiff avers that Defendant utilized the credit card to incur charges and defaulted upon the terms of the agreement by failing to make payments when due. Plaintiff avers that the last payment made upon the account was on April 3, 2006 and that the balance due and owing upon the account on February 25, 2008 was \$1,439.10.



Plaintiff seeks judgment in the principal amount of \$1,439.10, as well as interest and costs. Plaintiff attached a copy of the customer agreement, a copy of the cardholder application alleged to have been signed by Defendant, and copies of account statements associated with the credit card from November 4, 2005 to November 3, 2006 as exhibits to the Amended Complaint.

On June 24, 2008, Defendant filed Preliminary Objections to Plaintiff's Amended Complaint. Defendant lodges two (2) Preliminary Objections to the Amended Complaint:

- I. Plaintiff's Amended Complaint fails to conform to law or to rule of Court, as the documents appended to the Complaint are in violation of Pa.R.C.P. Rule 1019(i); and
- II. Plaintiff's Amended Complaint fails to conform to law or to rule of court and is insufficiently specific, as it fails to state the material facts upon which the cause of action is based.

On July 7, 2008, Plaintiff filed a Response to Defendant's Preliminary Objections. Defendant's Preliminary Objections subsequently were listed for disposition through Argument Court. The parties have submitted legal memoranda in support of their respective positions, and Defendant's Preliminary Objections now are ripe for the Court's disposition.

In her first Preliminary Objection, Defendant argues that Plaintiff's Amended Complaint fails to conform to law or rule of court, as Pa.R.C.P. Rule 1019(i) requires that when a claim is based upon a writing, the pleader must attach a copy of the writing or a material part thereof to the complaint. Defendant argues that account statements attached to the Amended Complaint are dated November 4, 2005 to November 3, 2006. However, Defendant argues that these account statements fail to reflect the charges incurred prior to

November 4, 2005. Without information regarding the charges incurred prior to November 4, 2005, Defendant argues that she is unable to provide a meaningful response to balance alleged to be due. Moreover, Defendant argues that the customer agreement attached as an exhibit to the Amended Complaint does not include Defendant's signature. As such, Defendant argues that she is unable to determine whether an agreement existed between the parties or whether she breached any terms of such an agreement. For these reasons, Defendant argues that Plaintiff's Complaint fails to conform to law or to rule of court.

Any party to a pleading may file preliminary objections on the basis that the pleading fails to conform to law or to rule of court. Pa.R.C.P. Rule 1028(a)(2). Pa.R.C.P. Rule 1019 sets forth required contents of a pleading. Specifically, Rule 1019(i) provides:

"When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing."

Defendant first argues that the Amended Complaint fails to comply with Rule 1019(i) because Plaintiff failed to attach copies of account statements reflecting charges made prior to November 4, 2005. With regard to actions to recover debt incurred by using a credit card, it has been held that the requirements of Rule 1019(i) are satisfied if the plaintiff attaches the underlying agreement between the issuer of the credit card and the credit card holder. *Marine Bank v. Orlando*, 25 Pa. D. & C.3d 264, 266 (Pa.Com.Pl. 1982). Further, documents that are part of the proof of a cause of action, but not the basis of the action itself, are not required to be attached to a pleading. *Bethlehem Steel Corp., v. Litton Indus., Inc.*, 71 Pa. D. & C.2d 635, 641 (Pa.Com.Pl. 1974).

In this case, Plaintiff attached to its Amended Complaint a copy of the customer agreement that it purports created the legal obligation between the parties. Account statements reflecting charges incurred prior to November 4, 2005 are not documents that are alleged to have created the legal obligation that Defendant is alleged to have breached. While potentially of an evidentiary nature as to the underlying facts and circumstances giving rise to this action, account statements do not constitute the legal foundation for the action. Since the account statements may be of evidentiary value to Defendant, Defendant certainly may obtain copies of these statements through the use of discovery. However, Plaintiff was not required to attach these account statements to the Amended Complaint, as they do not form the basis for the action.

Moreover, Defendant argues that the failure to attach the account statements dated prior to November 4, 2005 precludes her from providing a meaningful response to the allegations of the Amended Complaint. However, Defendant is the individual who is alleged to have utilized the credit card to make purchases and to have failed to make all payments as due pursuant to the customer agreement. Therefore, Defendant has independent, personal knowledge of whether she utilized the credit card and incurred the balance alleged and whether the balance averred by Plaintiff is accurate so as to be able to respond intelligently to the allegations of the Amended Complaint. For these reasons, the fact that Plaintiff did not attach account statements dated prior to November 4, 2005 to the Amended Complaint does not violate the requirements of Rule 1019(i).

Further, Defendant argues that the Amended Complaint violates Rule 1019(i) because the copy of the customer agreement attached to the Amended Complaint is not signed by Defendant. Defendant argues that the absence of her signature upon the

customer agreement renders her unable to determine if an agreement existed between the parties or if she was in breach of any part of the agreement. We note that Rule 1019(i) does not require that the writing that must be attached to a pleading contain the signatures of the parties. Rather, Rule 1019(i) merely requires that a copy of the writing forming the basis for the claim, or a material part thereof, be attached to the Amended Complaint. There is no requirement that the writing contain the signatures or other marks or seals of the parties evidencing acceptance of the terms of the writing.

However, even if Rule 1019(i) required that the writing attached to a pleading contain the signature of a party, Plaintiff attached to the Amended Complaint a copy of the cardholder application card Defendant allegedly signed and returned to Plaintiff, thereby reflecting Defendant's alleged agreement to the terms of the customer agreement. Therefore, even if Rule 1019(i) were to be read as suggested by Defendant, the attachment of a copy of the signed cardholder application and a copy of the customer agreement would be sufficient to comply with the requirements of Rule 1019(i).

Moreover, while Defendant argues that she is unable to determine if an agreement existed between the parties or if she breached that agreement because her signature does not appear on the copy of the customer agreement attached to the Amended Complaint, such an assertion is somewhat disingenuous. Again, Defendant is alleged to be the party to whom the credit card was issued and who incurred the charges by utilizing the credit card. Accordingly, Defendant has personal knowledge of whether she agreed to the issuance of the credit card in question and whether she made all payments required pursuant to the terms of the customer agreement. As such, Defendant possesses adequate knowledge and information to respond intelligently to whether she entered into an

agreement and whether she breached the provisions of the agreement. For these reasons, the absence of a signature on the copy of the customer agreement appended to the Amended Complaint does not prevent or render Defendant unable to respond to the allegations. We will overrule Defendant's Preliminary Objection lodged on the basis that the Amended Complaint fails to conform to Rule 1019(i).

In Defendant's second Preliminary Objection, Defendant argues that the Amended Complaint is insufficiently specific and fails to conform to law or to rule of court, as the account statements attached to the Complaint do not provide any indication of the manner in which the balance alleged to be due was calculated. Defendant argues that Plaintiff's Amended Complaint is insufficiently specific and fails to comply with the requirements of Rule 1019(a), as it fails to provide Defendant with notice of the material facts that form the basis of Plaintiff's cause of action.

Rule 1028(a)(3) provides that any party to a pleading may lodge a preliminary objection on the basis that the pleading is insufficiently specific. Rule 1019(a) requires that the material facts on which a cause of action or defense is based must be stated in a concise, summary form. The purpose of Rule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with his or her own evidence. *Weiss v. Equibank*, 460 A.2d 271, 274-275 (Pa.Super. 1983), citing *Laursen v. Gen. Hosp. of Monroe County*, 393 A.2d 761, 766 (Pa.Super. 1978).

In this case, Plaintiff avers in the Amended Complaint the identities and the addresses of the parties, that on June 5, 2002 Defendant applied for and received a credit

card issued by Plaintiff pursuant to a customer agreement, that Defendant used the credit card to incur a balance due and owing as of February 25, 2008 in the amount of \$1,439.10, that Defendant defaulted upon the terms of the agreement by failing to make monthly payments when due, that the last payment upon the account was made on April 3, 2006, that Plaintiff is entitled to the addition of interest at the rate of 29.20 percent per annum on the balance, and that Defendant has failed to pay the balance due despite repeated requests to do so by Plaintiff. Further, appended to the Amended Complaint are the customer agreement stating the alleged terms of the agreement, the cardholder application alleged to have been signed by Defendant, and account statements from November 4, 2005 until November 3, 2006 reflecting a balance due of \$1,041.09 as of November 3, 2006.

While the balance reflected in the account statement on November 3, 2006 of \$1,041.09 differs from the balance claimed in the Amended Complaint of \$1,439.10 as of February 25, 2008, Defendant, as the individual to whom it is alleged the card was issued and who is alleged to have incurred the charges by utilizing the card, certainly has knowledge of the charges incurred, if any, and whether the balance claimed as of February 25, 2008 is accurate. If Defendant does not believe that the balance stated is accurate or otherwise does not understand the calculation used by Plaintiff to arrive at the amount claimed, Defendant, from her personal knowledge, is able to aver her understanding as to what the balance, if any, should be. Plaintiffs' Amended Complaint sufficiently alleges the existence of an agreement, including the material terms, a breach of the terms of the agreement, and the damages claimed by Plaintiff. As such, the Amended Complaint and its attachments sufficiently apprise Defendant of the nature and

extent of its claim so that Defendant has notice of what Plaintiff intends to prove at trial and can prepare to meet such proof with her own evidence. Further, as stated above, Defendant will be able to obtain information regarding Plaintiff's calculation of the balance due through discovery if she wishes. For these reasons, we will overrule Defendant's Preliminary Objections lodged on the basis that the Amended Complaint is insufficiently specific and fails to conform to Rule 1019(a).

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

CIVIL ACTION - LAW

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

v.

ANGEL S. MEDINA,
Defendant

No. 2008-01462

APPEARANCES:

KARINA VELTER, ESQUIRE
Weltman, Weinberg & Reis Co., L.P.A.

For Plaintiff

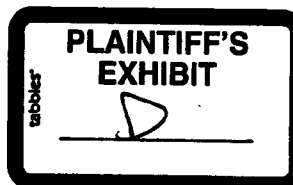
ALEXANDRA R. ROBERTS, ESQUIRE
MidPenn Legal Services

For Defendant

OPINION BY EBY, P.J., NOVEMBER 26, 2008:

Before the Court are Defendant's Preliminary Objections to Plaintiff's Amended Complaint. On July 10, 2008, Plaintiff filed a Complaint against Defendant alleging that Defendant failed to make all payments as required on a balance incurred by Defendant utilizing a credit card issued to Defendant by Plaintiff. On July 25, 2008, Defendant filed Preliminary Objections to Plaintiff's Complaint.

On August 13, 2008, Plaintiff filed an Amended Complaint. In its Amended Complaint, Plaintiff avers that on November 27, 2004, Defendant applied for and was issued a credit card by Plaintiff pursuant to the terms of a Customer Agreement. Plaintiff avers that Defendant utilized the credit card to incur charges and defaulted upon the terms of the Agreement by failing to make all monthly payments when due. Plaintiff avers that the last payment made upon the account was on July 15, 2006 and that the balance due and owing upon the account as of May 28, 2008 is \$1,032.82. Plaintiff seeks judgment in



circumstances giving rise to this action and the accuracy of the balance alleged to be due. As such, Defendant certainly may obtain copies of these account statements and information relating thereto through the use of discovery. However, the failure to plead this information in the Amended Complaint does not preclude Defendant from understanding the nature of the claim or render Defendant unable to respond to the allegations. For these reasons, we will overrule Defendant's Preliminary Objection lodged on the basis that the Amended Complaint fails to state the material facts upon which the cause of action is based with sufficient specificity.

In Defendant's second Preliminary Objection, Defendant argues that Plaintiff's Amended Complaint fails to conform to law or to rule of court, as Pa.R.C.P. Rule 1019(i) requires that a pleader attach a copy of the writing to the pleading when the claim is based upon a writing. Defendant argues that while Plaintiff attached a copy of the Customer Agreement to the Amended Complaint, Plaintiff failed to attach to the Amended Complaint the complete written agreement detailing all of the terms and conditions of the agreement. While conceding that some terms appear in the Customer Agreement, Defendant asserts that all of the essential terms governing the credit card account are not listed on this Customer Agreement, as the Customer Agreement indicates that fees and finance charges were disclosed when Defendant opened his account, thereby establishing that other documentation contains terms relating to the claim that were required to be attached to the Amended Complaint. Moreover, Defendant argues that Plaintiff never alleged or proved that Defendant agreed to the terms of the Customer Agreement. Defendant argues that Plaintiff's failure to attach a comprehensive document signed by Defendant detailing all terms of the agreement precludes Defendant from

understanding the terms of the purported agreement so that he can respond to the allegations and formulate a defense.

Rule 1019(i) sets forth standards regarding the attachment of writings to pleadings. Rule 1019(i) provides:

“When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing.”

While Rule 1019(i) requires that if a writing is the basis for an action the pleader is required to attach the writing, or the material part of the writing, to the pleading, Rule 1019(i) does not require the pleader to attach every document that is part of the proof of the cause of action. *Bethlehem Steel Corp., v. Litton Indus. Inc.*, 71 Pa. D. & C.2d 635, 641 (Pa.Com.Pl. 1974). With regard to actions to recover debt incurred by using a credit card, it has been held that the requirements of Rule 1019(i) are satisfied if the plaintiff attaches the underlying agreement between the issuer of the credit card and the credit card holder. *Marine Bank v. Orlando*, 25 Pa. D. & C.3d 264, 266 (Pa.Com.Pl. 1982).

In this case, Plaintiff avers in its Amended Complaint that it issued a credit card to Defendant pursuant to a Customer Agreement, that Defendant made use of this credit card to incur a balance, and that Defendant failed to make all payments as due. The requirement to make payments as due is set forth in the Customer Agreement, which Plaintiff attached as an exhibit to its Amended Complaint. Therefore, Plaintiff attached the writing upon which its claim is based.

However, Defendant argues that the Customer Agreement does not contain all of the terms of the agreement alleged, as the Customer Agreement refers to various items that were disclosed to Defendant at the time when he opened his credit card account. The

Customer Agreement provides that the credit limit of the account, the daily periodic rate, cash advance fees, and fee charges were disclosed to Defendant when he opened his account. Defendant argues that the references to disclosures made at the time when Defendant opened his account reflect that additional terms govern the agreement between the parties and that any documentation that contains these additional terms is required to be attached to the Amended Complaint. As an initial matter, it is not clear that the above-stated disclosures appeared in writing. If these disclosures were not memorialized in a writing, it is clear that the requirements of Rule 1019(i) would not be violated by any failure to attach documentation of such disclosures.

If these disclosures were contained in a writing, Rule 1019(i) does not require that every document governing the relationship between the parties be attached to the pleading, just the documents forming the basis of the claim. Terms governing Defendant's specific credit limit, the daily periodic rate, cash advance fees and other fees incurred do not form the basis of Plaintiff's Breach of Contract claim against Defendant. Rather, these terms are relevant to the issue of calculation of damages due as a result of the alleged breach of the Customer Agreement. Any document identifying Defendant's credit limit, the daily periodic rate, cash advance fees, and other fees would be of evidentiary value to Defendant, and Defendant certainly could obtain copies of such a document through the use of discovery. However, since such a document would not form the basis for the cause of action against Defendant, Plaintiff would not be required to attach it to the Amended Complaint.

Further, even if a document containing terms governing Defendant's credit limit, the daily periodic rate, cash advance fees and other fees formed the basis of Plaintiff's

claim against Defendant, the methods for calculating the daily periodic rate and finance charges are explained in the Customer Agreement that is attached to Plaintiff's Amended Complaint. Moreover, the Customer Agreement provides that Defendant's credit limit, the daily periodic rate, cash advance fees and other fees will be identified in Defendant's monthly statements of account. A review of the account statements attached as exhibits to Plaintiff's Amended Complaint reveals that Defendant's credit limit, the daily periodic rate, cash advance fees and other fees are identified in those statements. As such, even if a document containing terms governing these items formed the basis for Plaintiff's claim against Defendant, such terms already were attached to the Amended Complaint by virtue of the attachment of the account statements to the Amended Complaint.

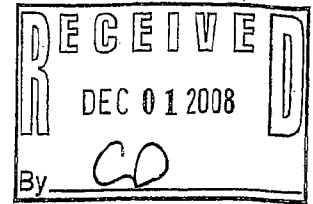
Finally, Defendant argues that Plaintiff failed to attach a signed Customer Agreement evidencing that Defendant agreed to be bound by the terms of that Agreement. We note that Rule 1019(i) does not require that the writing attached to a pleading forming the basis for the claim therein contain the signatures of the parties. Rather, Rule 1019(i) merely requires that a copy of the writing forming the basis for the claim, or the material part thereof, be attached to the pleading. There is no requirement that the writing contain the signatures or other marks or seals of the parties evidencing acceptance of the terms of the writing.

However, even if Rule 1019(i) required that the writing attached to a pleading contain Defendant's signature to evidence acceptance, Plaintiff attached to the Amended Complaint a copy of the cardholder application Defendant allegedly signed and returned to Plaintiff, thereby reflecting Defendant's alleged agreement to the terms of the Customer Agreement. Therefore, even if Rule 1019(i) were to be read as suggested by

Defendant, the attachment of a copy of the signed cardholder application and a copy of the Customer Agreement certainly would be sufficient to comply with the requirements of Rule 1019(i).

Further, Defendant suggests that the failure to attach a comprehensive document detailing every aspect of the agreement that is signed by the parties renders him unable to understand the agreement between the parties and to forward a defense to the allegations. Defendant is alleged to be the party to whom the credit card was issued and who incurred the charges alleged by utilizing the credit card. Therefore, Defendant has personal knowledge of whether the terms stated in the Customer Agreement are complete and accurate, whether he agreed to the terms alleged by Plaintiff and whether he made all payments required pursuant to the terms of the Customer Agreement. As such, Defendant possesses adequate knowledge and information to respond intelligently regarding whether he entered into the Customer Agreement as stated and whether he breached the provisions of the Customer Agreement as alleged. For these reasons, any failure of Plaintiff to attach a comprehensive written document detailing every aspect of the agreement and signed by the parties does not prevent or render Defendant unable to respond to the allegations. Accordingly, we will overrule Defendant's Amended Preliminary Objection lodged on the basis that the Amended Complaint fails to conform to Rule 1019(i). We will enter an appropriate Order.

IN THE COURT OF COMMON PLEAS
OF LEBANON COUNTY, PENNSYLVANIA



CIVIL ACTION - LAW

CAPITAL ONE BANK (USA), N.A.,
Plaintiff,

v.

ANGEL S. MEDINA,
Defendant

No. 2008-01462

PROTHONOTARY OFFICE
LEBANON, PA

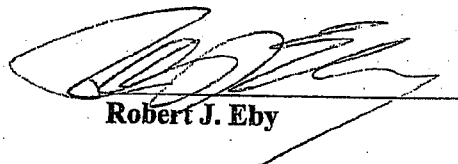
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ENTERED & FILED

ORDER OF COURT

AND NOW, to wit, this 26th day of November, 2008, upon careful consideration of Defendant's Preliminary Objections to Plaintiff's Amended Complaint, Plaintiff's Response thereto, the record of this case, and the legal memoranda submitted by the parties in support of their respective positions, it is hereby Ordered that Defendant's Preliminary Objections are respectfully overruled.

BY THE COURT:

 , P.J.
Robert J. Eby

RJE/sg

pc: Karina Velter, Esq.
Alexandra R. Roberts, Esq.

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ENTRY OF OPINION, ORDER DECREE,
ADJUDICATION OR JUDGMENT FILED 5-12-09MAILED 5-13-09

CAPITAL ONE BANK (U.S.A.), N.A.,

Plaintiff,

vs.

THEODORA DEEMS,

Defendant.

No. 2008-7610

ORDER

AND NOW, this 11th day of May, 2009, following the Preliminary Objections filed by Defendant in the above-referenced matter and after considering the parties' arguments, it is hereby ORDERED, ADJUGED and DECREED that Defendant's Preliminary Objections are hereby DENIED.

In issuing this Order, the Court notes Preliminary Objections should be granted only in cases that are clear and free from doubt. Uniontown Newspaper, Inc. v. Roberts, 839 A.2d 185 (Pa. 2003). All well-pleaded, material and relevant facts are to be regarded as true and the benefit of all reasonable inferences therefrom made in favor of the non-moving party. Ham v. Sulek, 620 A.2d 5 (1993).

The purpose of Rule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and the extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with her or her own evidence. Weiss v. Equibank, 460 A2d 271 (Pa. Super. Ct. 1983). Rule 1019(i) requires that if a claim is based on a writing, the pleader shall attach the writing or the material part of the writing to the pleading. However, it does not require



the pleader to attach every document that is part of the proof of the cause of action.

Bethlehem Steel Corp., v. Litton Indus. Inc., 71 Pa. D.&C.2d 635 (Pa. Com. Pl. 1974). In an unreported case¹, the Common Pleas Court of Lawrence County has held that attaching the customer agreement, which made clear the customer was required to make payments as due, was sufficient to meet the requirements of Rule 1019, as this agreement to make payments is truly what the creditor's claim is based on. Capital One Bank v. Medina, Case No. 08-1462

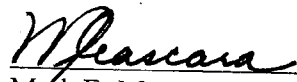
Defendant argues Plaintiff's failure to attach the actual cardholder agreement between the parties is fatal to its claim. Defendant alleges this is a violation of Rule 1019 and 1028 of the Pennsylvania Rules of Civil Procedure, in that the claims are based upon a writing, namely the contract between the parties, and failure to attach the contract renders the Complaint insufficiently specific and subsequently fails to conform to law or rule of court. Defendant relies on Atlantic Credit and Finance, Inc. v. Giuliana, 829 A.2d 340 (Pa. Super. Ct. 2003), for the proposition that the underlying agreement must be attached to the Complaint in the creditor's action to recover sums allegedly due.

Defendant argues that since the Superior Court in Atlantic Credit held the failure to attach "writings" is fatal to the claims set forth in the complaint, the fact that Plaintiff did not attach the actual contract between the parties is fatal. However, they fail to explain which "writings" the court was referring to in that case. The facts reveal the only writing attached to the complaint was one sheet of paper they alleged was an account statement with nothing further to substantiate their claim of an existing contract or ongoing obligation on the part of the debtor.

¹ Though the Court notes this case is not authoritative, the reasoning of the Court of Common Pleas of Lawrence County is instructive.

In contrast, Plaintiff in this case has attached Defendant's credit application as well as account statements itemizing every purchase making up the total amount claimed due and owing. Each statement also contains information regarding total credit line, and additional terms and conditions such as finance charges, annual percentage rates and assessment of late fees. In addition, the terms and conditions attached to the credit application as well as to every billing statement Defendant received made clear she was obligated to make payments on the balance of her charges as due. While there may be a question of whether the terms and conditions attached to the credit application were current as of the time of the application, at no time did Defendant contest the terms and conditions attached to her statements nor did she contest the balance due until the initiation of this suit. These issues would be more appropriate after discovery is completed and the matter is ripe for summary judgment, if appropriate. Therefore, under the case law discussed above it is clear Plaintiff has provided enough information to satisfy the requirements of both Rule 1019 and Rule 1028. Accordingly, Defendant's Preliminary Objections are hereby DENIED.

BY THE COURT:


Mark E. Mascara, Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

)
)
) NO. 2007-943-CD
)
)
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)
)
)
)
)

**PRAECIPE TO SUBSTITUTE
VERIFICATION**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

PLAINTIFF'S PRAECIPE TO SUBSTITUTE VERIFICATION

TO: Prothonotary

Please substitute the attached verification for the verification attached to Plaintiff's
Amended Complaint in Civil Action filed in the matter captioned above. Thank you.

Respectfully submitted:

Patenaude & Felix, A.P.C.

Date: May 27, 2009

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

CAPITAL ONE NA,
Plaintiff,

v.

KAREN L DEMKO
Defendant(s).

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is an authorized agent of **CAPITAL ONE NA**, Plaintiff herein, and that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

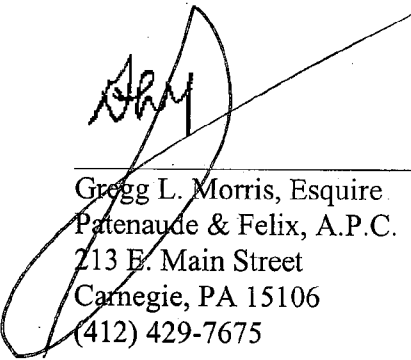


Michelle Lance

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy L Datres, Esq.
230 Lincoln Way East, Suite A
Chambersburg PA 17201

Date: May 27, 2009




Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy L Datres, Esq.
230 Lincoln Way East, Suite A
Chambersburg PA 17201

Date: May 27, 2009



Gregg L. Morris, Esquire
Papenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
MAY 28 2009
William A. Shaw
Prothonotary/Clerk of Courts

Slater Returned by CA unsigned.

the principal amount of \$1,032.82, as well as interest and costs. Plaintiff attached a copy of the Customer Agreement, a copy of the cardholder application alleged to have been signed by Defendant, and copies of monthly statements associated with the credit card account from December 16, 2005 until December 15, 2006 as exhibits to the Amended Complaint.

On August 26, 2008, Defendant filed the Preliminary Objections to Plaintiff's Amended Complaint currently before the Court. Defendant lodges two (2) Preliminary Objections to Plaintiff's Amended Complaint:

I. Plaintiff's Amended Complaint fails to conform to law or to rule of court, as the Amended Complaint fails to state the material facts upon which the cause of action is based with sufficient specificity; and

II. Plaintiff's Amended Complaint fails to conform to law or to rule of court, as Pa.R.C.P. Rule 1019(i) requires that a pleader attach a copy of the writing to the pleading when the claim is based upon a writing.

On September 15, 2008, Plaintiff filed a Response to Defendant's Preliminary Objections. Defendant's Preliminary Objections subsequently were listed for disposition through Argument Court. The parties have submitted legal memoranda in support of their respective positions, and Defendant's Preliminary Objections now are ripe for the Court's disposition.

In Defendant's first Preliminary Objection, Defendant argues that the Amended Complaint fails to conform to law or to rule of court, as it fails to state with sufficient specificity all material facts upon which the cause of action is based. Defendant argues that Pa.R.C.P. Rule 1019(f) requires that items of time, place and special damages be specifically stated. Defendant argues that the Amended Complaint is insufficiently specific in two (2) aspects. First, Defendant avers that while the earliest statement of

account attached to the Amended Complaint dated December 16, 2005 reflects a previous balance owed of \$477.83, the Amended Complaint fails to identify the manner in which this previous balance was calculated or the dates, amounts and specific charges that comprise this alleged previous balance. Second, Defendant avers that while the last statement of account attached to the Amended Complaint dated December 15, 2006 reflects a balance of \$770.23, the Amended Complaint claims an outstanding balance of \$1,032.82 as of May 28, 2008, again without any indication as to the manner in which the outstanding balance of \$1,032.82 was calculated. For these reasons, Defendant argues that the Amended Complaint fails to sufficiently aver all dates, times and amounts of charges comprising the previous balance and the balance claimed in the Amended Complaint, thereby failing to provide Defendant with notice of Plaintiff's claim and rendering Defendant unable to formulate a defense.

Pa.R.C.P. Rule 1028(a)(2) provides that any party to a pleading may lodge a preliminary objection on the basis that the pleading fails to conform to law or to rule of court. Pa.R.C.P. Rule 1019 sets forth the required contents of a pleading. Specifically, Rule 1019(a) requires that the material facts upon which a cause of action or defense is based must be stated in a concise and summary form. The purpose of Rule 1019(a) is to ensure that a party's pleadings apprise the defendant of the nature and the extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and can prepare to meet such proof with his or her own evidence. *Weiss v. Equibank*, 460 A.2d 271, 274-275 (Pa.Super. 1983), citing *Laursen v. Gen. Hosp. of Monroe County*, 393 A.2d 761, 766 (Pa.Super. 1978).

Further, Rule 1019(f) provides that averments of time, place and items of special damages shall be specifically stated. Periods of time rather than dates certain may be pled when the opposing party has equal or greater knowledge of the time of the acts alleged. *Mikula v. Harrisburg Polyclinic Hosp.*, 58 Pa. D. & C.2d 125, 130 (Pa.Com.Pl. 1972), citing *Commonwealth ex rel. Cleland v. Myers, Supt.*, 82 Dauph. 390, 396 (Pa.Com.Pl. 1964).

In this case, Plaintiff avers in the Amended Complaint the identities and the addresses of the parties, that on November 27, 2004 Defendant applied for and was issued a credit card by Plaintiff pursuant to the Customer Agreement, that Defendant utilized the credit card to incur a balance due and owing as of May 28, 2008 in the amount of \$1,032.82, that Defendant defaulted upon the terms of the Agreement by failing to make monthly payments when due, that the last payment made upon the account was on July 15, 2006, that Plaintiff is entitled to the addition of interest at the rate of 19.90% per annum on the balance, and that Defendant has failed to pay the balance due despite repeated requests to do so by Plaintiff. Further, appended to the Amended Complaint are copies of the Customer Agreement stating the alleged terms of the Agreement, the cardholder application Defendant is alleged to have signed, and statements of account beginning on December 16, 2005 reflecting a previous balance of \$477.83 and ranging through December 15, 2006 reflecting a balance of \$770.23 on that date.

We recognize that the first statement of account annexed to the Amended Complaint dated December 16, 2005 reflects a pre-existing balance of \$477.83 and that the balance of \$770.23 in the last account statement annexed dated December 15, 2006

differs from the balance claimed in the Amended Complaint of \$1,032.82 as of May 28, 2008. However, Defendant, as the individual to whom it is alleged that the card was issued and who is alleged to have incurred the charges by utilizing the card, has equal knowledge to that of Plaintiff regarding the dates, the types and the amounts of charges incurred and payments made, if any. Likewise, Defendant has equal knowledge to that of Plaintiff regarding the accuracy of the pre-existing balance claimed to exist on December 16, 2005, the balance stated on December 15, 2006, and the balance claimed in the Amended Complaint as of May 28, 2008. Since Defendant has equal knowledge of these matters, no greater specificity as to the times, dates, and amounts of charges incurred is required. In the event that Defendant does not believe that the balances stated are accurate or otherwise does not understand any calculation applied by Plaintiff to arrive at any amounts claimed, Defendant, from his personal knowledge, is able to aver his understanding as to what the balances at any given time, if any, should be. Plaintiff's Amended Complaint sufficiently alleges that existence of an agreement, including the material terms, a breach of the terms of the agreement and the damages claimed by Plaintiff. As such, the Amended Complaint and its attachments sufficiently apprise Defendant of the nature and the extent of Plaintiff's claim so that Defendant has notice of what Plaintiff intends to prove at trial and can prepare to meet such proof with his own evidence.

Moreover, a plaintiff should not be required to plead evidentiary matters. *Mikula* at 127, citing *Leonard v. Dolaway*, 76 Pa. D. & C. 452, 455 (Pa.Com.Pl. 1951). Account statements reflecting the dates, times, and amounts of all charges and payments made upon Defendant's account are evidence that is relevant to the underlying facts and

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

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NO. 2007-943-CD

**PRAECIPE TO SUBSTITUTE
VERIFICATION**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
MAY 29 2009
William A. Shaw
Prothonotary/Clerk of Courts
GW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

PLAINTIFF'S PRAECIPE TO SUBSTITUTE VERIFICATION

TO: Prothonotary

Please substitute the attached verification for the verification attached to Plaintiff's

Amended Complaint in Civil Action filed in the matter captioned above. Thank you.

Respectfully submitted:

Patenaude & Felix, A.P.C.

Date: May 27, 2009

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

CAPITAL ONE NA,
Plaintiff,

v.

KAREN L DEMKO
Defendant(s).

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is an authorized agent of **CAPITAL ONE NA**, Plaintiff herein, and that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



Michelle Lance

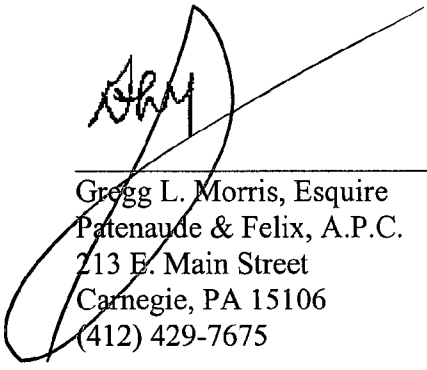
A144

PATENAUDE & FELIX, A.P.C

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Nancy L Datres, Esq.
230 Lincoln Way East, Suite A
Chambersburg PA 17201

Date: May 27, 2009



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

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) NO. 2007-943-CD
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RULE 211 PRAECIPE

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

PLAINTIFF'S RULE 211 PRAECIPE

TO: Prothonotary

Please direct the Court Administrator to assign Defendant's Preliminary Objections to Plaintiff's Amended Complaint to the Court for disposition of the matter upon briefs waiving oral argument with a briefing schedule to be set by the Court. Please be advised that the Honorable Fredric J. Ammerman has previously issued an Order in this case. Thank you.

Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: May 30, 2009

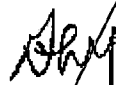
Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

The Honorable Fredric J. Ammerman
Court of Common Pleas of Clearfield County
230 E. Market Street
Clearfield, PA 16830

Nancy L Datres, Esq.
230 Lincoln Way East, Suite A
Chambersburg PA 17201

Date: May 30, 2009



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Praecipe
* to Enter Appearance
*
* Filed on Behalf of: Karen L. Demko
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

5 FILED 2cc Amy
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JUN 04 2008
William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-CIVIL DIVISION

Capital One Bank
Plaintiff

vs.

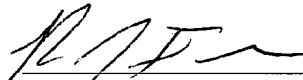
Karen L. Demko,
Defendant

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: No. 07-943-CD
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PRAECIPE TO ENTER APPEARANCE

To the Prothonotary:

Please enter my appearance on behalf of Karen L. Demko.



Robin Jean Foor, Esquire
Attorney for Karen L. Demko
MIDPENN LEGAL SERVICES
211 East Locust Street
Clearfield, PA 16830
(814)765-9646 Ext. 402

Replace original

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Petition
* for Continuance
*
* Filed on Behalf of: Karen L. Demko
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

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JUN 05 2009
William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-CIVIL DIVISION

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant


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: No. 07-943-CD
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PETITION TO REQUEST A CONTINUANCE

Petitioner, Karen L. Demko, by and through her attorneys, Robin Jean Foor,
Esquire and MidPenn Legal Services, requests a continuance and alleges as follows:

1. Defendant's Preliminary Objections to Amended Complaint and Defendant's Motion for Protective Order are scheduled for argument on June 19, 2009 at 2:45 p.m.
2. Defendant's counsel Robin Jean Foor has a previously scheduled vacation from June 12 through and including June 19, 2009.
3. Defendant's counsel contacted Plaintiff's counsel, Gregg Morris and he does not object to a continuance.

Wherefore, petitioner requests that the argument scheduled for June 19, 2009 be continued and rescheduled.



Robin Jean Foor, Esquire
Attorney for Karen L. Demko
MIDPENN LEGAL SERVICES
211 East Locust Street
Clearfield, PA 16830
(814)765-9646 Ext. 402

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

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: No. 07-943-CD
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ORDER

AND NOW, this _____ day of June, 2009, upon consideration of defendant's
petition, it is ORDERED that the arguments scheduled in this matter be continued and are
re-scheduled for _____, 2009 at _____ o'clock ____m. in
Courtroom #1, Clearfield County Courthouse, Clearfield, Pa.

Thirty minutes have been allotted for this proceeding.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

UA

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

CAPITAL ONE BANK
Plaintiff

vs

KAREN L. DEMKO
Defendant

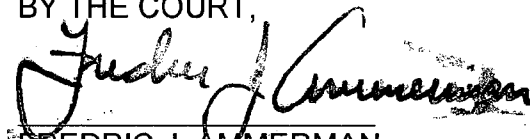
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ORDER

NOW, this 4th day of June, 2009, upon receipt and review of the Plaintiff's Rule 211 Praecipe filed by Gregg L. Morris, Esquire; it is the ORDER of this Court that argument on said Praecipe shall be held on the **19th day of June, 2009 at 2:45 p.m. in Courtroom No. 1** of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been allotted for this proceeding.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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JUN 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

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JUN 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 06/5/09

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

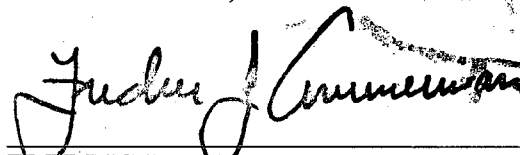
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ORDER

AND NOW, this 8th day of June, 2009, upon consideration of defendant's petition, it is ORDERED that the arguments scheduled in this matter be continued and are re-scheduled for AUGUST 13, 2009 at 2:30 o'clock p.m. in Courtroom #1, Clearfield County Courthouse, Clearfield, Pa.

Thirty minutes have been allotted for this proceeding.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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William A. Shaw
Prothonotary/Clerk of Courts
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JUN 09 2009

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/19/09

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

CAPITAL ONE BANK
Plaintiff

vs.

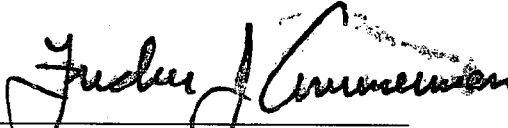
KAREN L. DEMKO
Defendant

* No. 07-943-CD
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ORDER

NOW, this 11th day of June, 2009, due to a scheduling conflict; it is the ORDER of this Court that the arguments scheduled for August 13, 2009 at 2:30 p.m. be and are hereby rescheduled to August 13, 2009 at 3:15 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 2cc Atty's:
014:0001
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4 William A. Shaw
Prothonotary/Clerk of Courts For/Datres

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JUN 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/11/09

 You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105393
NO: 07-943-CD
SERVICES 1

COMPLAINT

PLAINTIFF: CAPITAL ONE BANK
vs.
DEFENDANT: KAREN L. DEMKO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	37822	10.00
SHERIFF HAWKINS	PATENAUDE	37822	31.42

⚡ FILED
03:30 PM
JUL 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

CA

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

CAPTIAL ONE BANK,
Plaintiff

vs.

KAREN L. DEMKO,
Defendant

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NO. 07-943-CD

ORDER

NOW, this 13th day of August, 2009, it is the ORDER of this Court that the Defendant's Preliminary Objections to the Plaintiff's Amended Complaint be and are hereby granted in part. The Plaintiff shall have no more than 60 days from this date to file a Second Amended Complaint which shall contain a detailed statement of the account showing purchases made, the name the account was in and calculation of all interest charges, late fees, attorney's fees and any other costs or charges which are part of the demand for payment. A copy of the installment agreement entered into between the parties shall also be attached.

The Preliminary Objection to the substituted verification is DENIED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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AUG 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

2cc Atty's:

Morris

Foor/Datres

FILED

AUG 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/14/09

~~_____~~ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

~~_____~~ Plaintiff(s) X Plaintiff(s) Attorney ~~_____~~ Other

~~_____~~ Defendant(s) X Defendant(s) Attorney

~~_____~~ Special Instructions

CAPITAL ONE BANK }
VS } NO. 07-943-CD
KAREN L. DEMKO }

Fossil Notes

FILED

AUG 19 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/19/09

____ You are responsible for serving all appropriate parties.
☒ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ☒ Defendant(s) Attorney
____ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

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) NO. 2007-943-CD
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**SECOND AMENDED
COMPLAINT IN CIVIL ACTION**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within 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 any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

Usted ha sido demandado en corte. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted fall de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad au otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO

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.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSO A PERSONAS QUE CALIFICAN.

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PA 16830
814-765-2641

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

SECOND AMENDED COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE BANK , by and through its attorney, GREGG MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C. and files the following **Second Amended Complaint**, and in support thereof aver as follows:

Count I
Account Stated

1. Plaintiff, CAPITAL ONE BANK , is a corporation and for the purpose of this litigation, maintaining a place of business c/o PATENAUDE AND FELIX, A.P.C., 213 East Main St Carnegie, Pennsylvania 15106.
2. Defendant is KAREN L DEMKO, an adult individual, believed to currently reside at 1059 W HANNAH ST APT 1 HOUTZDALE, PA 16651.
3. Heretofore, offered the Defendant(s) a revolving open-ended charged account with Plaintiff being Account No. 7812602439018207 and issued a card to Defendant subject to the terms and conditions set forth in a written agreement. A copy of the agreement is attached hereto as Plaintiff's Exhibit "A" incorporated herein by reference.

4. The Defendant(s) accepted the aforesaid terms by using the charge card and has/have made or authorized a number of purchases and as of October 28, 2005, Defendant(s) owes \$5,410.83 on said account plus interest at 16.90 %.

5. Plaintiff maintains accurate books of account recording all credits and debits for this account.

6. Defendant assented to the correctness of the balance by making payments on the account.

7. The Defendant(s) have/has received monthly billing statements from Plaintiff setting forth the nature and amount of all charges made by Defendant(s), and the transactions between Plaintiff and Defendant(s) give rise to an account stated, upon which Plaintiff has relied by continuing to extend credit to Defendant(s). See Plaintiff's Exhibit "B" incorporated herein by reference.

8. The Defendant(s) made payments, but have/has refused to pay, and now refuses to pay the balance due and owing on the aforesaid account in the sum of \$5,410.83, plus interest and costs.

9. By making payments and by failing to object or dispute the statements, Defendant(s) have/has assented to and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

10. Despite repeated demands, Defendant(s) have/has failed to make the required installment payments when due and therefore the full amount of the account is now due and payable.

4. **WHEREFORE**, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$5,410.83, plus interest as attached hereto and set forth herein and attorney's fees in an amount yet to be determined with continuing interest thereon at the legal rate thereon from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Count II
Breach of Contract

11. The averments of paragraphs 1 through 10 are incorporated herein by reference as if the same were set forth herein at length.

12. Defendant opened the aforesaid account. A copy of the Account Agreement in effect at the time the account was opened or charges were made is attached hereto and collectively referred to as Plaintiff's Exhibit "A" and incorporated herein by reference.

13. Defendant is in default for failing to make payments as due.

14. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

15. Plaintiff avers that counsel for Plaintiff is not a salaried employee of Plaintiff and that such attorney's fees will amount to an amount yet to be determined.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$5,410.83 plus interest as attached hereto and set forth herein and attorney's fees in

the amount of an amount yet to be determined with continuing interest thereon at the legal rate
from the date of Judgment plus costs.

Respectfully submitted:
Patenaude & Felix, A.P.C.



Date: October 02, 2009

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

CAPITAL ONE NA,
Plaintiff,

v.

KAREN L DEMKO
Defendant(s).

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is an authorized agent of **CAPITAL ONE NA**, Plaintiff herein, and that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.



Michelle Lance

A144
PATENAUDE & FELIX, A.P.C

Welcome to Capital One. We are pleased to open your credit card account. This Agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who signed the application and to anyone else who uses the account in any way. Each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have told you that cash advances are an option for your account) by using your card, account number, and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses we or they pay as a result of such impermissible use.

You agree that we are not responsible if anyone refuses to honor your account. If you do not use your account, you may cancel it by calling our Customer Relations department and destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You also may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be identified on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may exclude cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this Agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this Agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

A. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total New Balance as shown on your periodic statement in full and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks; from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

C. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total finance charge of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

D. Periodic Rates. We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. Calculating Finance Charge. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account.

To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances.

To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

G. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are charged subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Future Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if: (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in relieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may, at any time, with or without cause and with or without advance notice, terminate this

**PLAINTIFF'S
EXHIBIT**

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Agreement without losing them.

Changes in Terms. We may amend or change any part of your Agreement, including the periodic rates and other charges, or add or remove requirements (including adding new requirements of the same or a different nature as the existing requirements in this Agreement) at any time. If we do so, we will give you notice if required by law of such amendment or change. Notice will be mailed to the last billing address indicated in our records. (However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice.) Changes to the annual percentage rate(s) will apply to your account balance from the effective date of the change, whether or not the account balance included items billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

Applicable Law. This Agreement will be governed by Virginia law and Federal law. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provisions.

Lost or Stolen Cards or Account Access Checks. If your cards or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number shown on the front of your periodic statements. You will not be liable in any amount for unauthorized use of your cards or account access checks.

Your Billing Address. You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 85015, Richmond, VA 23285-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

Communications. We may call you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls will not be considered unsolicited. We may monitor or record any calls we make or receive. We may release information to others regarding the status or history of your account as is more fully discussed in the Capital One privacy policy, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us.

Cardholder Benefits. Cardholder benefits may be changed or terminated without notice. The benefits may be provided by third parties; we are not liable for such benefits or for the actions or omissions of the third parties.

U.S. Currency. If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. dollars using Visa or MasterCard regulations and conversion procedures in effect at the time. Visa or MasterCard may increase the conversion rate and keep this increased amount. The rate in effect on the conversion data may differ from the rate used on the transaction date.

ARBITRATION:

You and we agree that either you or we may, at either party's sole election, require that any Claim (as defined below) be resolved by binding arbitration.

IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. THE FEES ASSOCIATED WITH ARBITRATION MAY BE HIGHER THAN THE FEES ASSOCIATED WITH COURT PROCEEDINGS.

Special Definitions for this Arbitration Provision. For the purposes of this arbitration provision ("Arbitration Provision"), the following definitions shall apply in addition to the definitions set forth in this Customer Agreement ("Agreement"):

"We," "us" and "our" mean the owner of your account (Capital One Bank or Capital One, F.S.B.), its parent, and their direct and indirect subsidiaries and affiliates, as well as all of their respective employees, officers, directors, licensees, successors, and assigns.

"Claim" means any claim, controversy, or dispute of any kind or nature between you and us.

A. This definition includes, without limitation, any Claim that in any way arises from or relates to:

- this Agreement and any of its terms (including any prior agreements between you and us or between you and any other entity from which we acquired your account)
- this Arbitration Provision (including whether any Claim is subject to arbitration)
- the establishment, operation, or termination of your account
- any disclosures, advertisements, promotions, or other communications relating to your account, whether they occurred before or after your account was opened
- any transactions or attempted transactions involving your account
- any billing or collections matters relating to your account
- any posting of transactions (including payments or credits) to your account
- any goods or services charged to your account
- any fees, interest, or other charges assessed to your account, or their calculation
- any products, services, or benefits programs related to or offered in connection with your account (including any insurance, debt cancellation, or extended service contracts and any programs, rebates, rewards, sweepstakes, memberships, discounts, or coupons) whether or not we offered, introduced, sold, or provided them
- our receipt, use, or disclosure of any information about you or your account
- any other matters relating to your account or your relationship with us.

B. This definition also includes, without limitation, any Claim:

- regardless of how or when it is brought (for example, as an initial claim, counterclaim, cross-claim, interpleading, or third-party claim)
- based on any theory of relief or damages (including money damages and any form of specific performance or injunctive, declaratory, or other equitable relief)
- based on any theory of law or equity (including contract, tort, fraud, constitution, statute, regulation, ordinance, or wrongful acts or omissions of any type, whether negligent, reckless, or intentional)
- made by you or by anyone connected with you or claiming through or for you (including a co-applicant or authorized user of your account, your agent, your representative, your heirs, or a trustee in bankruptcy)

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• for which we may be directly or indirectly liable under any theory, including respondeat superior or agency (even if we are not properly named at the time the Claim is made)

• now in existence or that may arise in the future, regardless of when the facts and circumstances that give rise to the Claim occurred or when the Claim accrued

• made as part of a class action, private attorney general action, or other representative or collective action, which Claim shall proceed on an individual basis as set forth more fully in this Arbitration Provision.

Arbitration Administrators. One of the following arbitration administrators ("Administrator" or, collectively, "Administrators") will administer the arbitration:

JAMS

1920 Main St., Ste. 300

Irvine, CA 92610

www.jamsadr.com

American Arbitration Ass'n

335 Madison Ave., Floor 10

New York, NY 10017-4605

www.adr.org

National Arbitration Forum

P.O. Box 50191

Minneapolis, MN 55405

www.arbitration-forum.com

You may contact any of the Administrators to obtain information about arbitration, arbitration rules and procedures, fee schedules, and claim forms.

Election and Initiation of Arbitration. You or we may elect arbitration under this Arbitration Provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. We will not elect or initiate arbitration of any Claim brought in a small claims court (or the equivalent), so long as the Claim remains in that court, is made solely on behalf of an individual or joint account holder, and is not made as part of a class action, private attorney general action, or other representative or collective action.

You and we must follow the rules of the Administrators to initiate arbitration. If you initiate arbitration, you may choose one of the Administrators, and you must mail us any notice required by the Administrator to P.O. Box 85550, Richmond, VA 23285-5550. If we initiate arbitration, we will choose one of the Administrators, and we will mail you any notice required by the Administrator to your last-known billing address. If we have initiated arbitration, we will change the Administrator at your request if you notify us in writing at the above address within fifteen days of the date of any notice we send you of our initiation of arbitration.

Procedures and Law Applicable in Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). Questions about whether any Claim is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way it may be enforced, consistent with the FAA and the terms of this Arbitration Provision. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award any damages or other relief permitted by applicable substantive law, but the award shall determine the rights and obligations of only the named parties and only with respect to the Claims in arbitration. The rules and procedures of the Administrator, which you may obtain from the Administrator, shall govern the arbitration unless they conflict with this Arbitration Provision, in which case this Arbitration Provision will apply. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal, state, or local rules of procedure and evidence that would apply in any court, or to state or local laws that relate to arbitration proceedings. You or we may have a hearing in arbitration. Any arbitration hearing that you attend in person will take place at a location in the federal judicial district that includes your last-known billing address or at some other place upon which you and we agree. You or we may be represented by counsel. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential information (including through the use of protective orders). The arbitrator will make any award in writing and, at the timely request of either party, will provide a written statement of reasons for the award.

Costs. The party initiating arbitration will pay the initial filing fee. You may seek a waiver of the initial filing fee or any of the Administrator's other fees (collectively, "Administrator's Fees") under any applicable rules of the Administrator. If you seek but do not qualify for a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the Administrator's Fees. We also will pay or reimburse you for all or part of the Administrator's Fees if the arbitrator determines there is good reason for us to do so. We will pay any fees and costs we are required to pay by law. Otherwise, and except as provided in this Agreement, you and we will bear all of our respective fees and costs (including the Administrator's fees and the fees and costs relating to attorneys, experts, and witnesses), regardless of who prevails. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner.

No Consolidation or Joinder of Parties. The arbitration of any Claim must proceed on an individual basis, even if the Claim has been asserted in a court as a class action, private attorney general action, or other representative or collective action. Unless all parties consent, neither you nor we may join, consolidate, or otherwise bring Claims related to two or more accounts, individuals, or account holders in the same arbitration. Also, unless all parties consent, neither you nor we may pursue a class action, private attorney general action, or other representative or collective action in arbitration, nor may you or we pursue such actions in Court if any party has elected arbitration. You will 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 as to which arbitration has been elected.

Judgment, Enforcement, Finality, and Appeal. The arbitrator's decision will be final and binding after fifteen days unless you or we seek an appeal of the award by making a written request to the Administrator. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, and will make decisions based on the vote of the majority. The panel's decision will be final and binding. Any final decision of the arbitrator or of the appeal panel is subject to judicial review only as set forth under the FAA. An award in arbitration will be enforceable under the FAA by any court having jurisdiction.

Miscellaneous, Waiver, Severability, Survival. If you or we do not elect arbitration or otherwise enforce this Arbitration Provision in connection with any particular Claim, you or we will not waive any rights to require arbitration in connection with that or any other Claim. This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure, or changes of any party; and (ii) any transfer of your account or any amounts owed on your account, to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern.

CUSTOMER AGREEMENT

Welcome to Capital One. We are pleased to have your credit card account. This Customer Agreement contains information about your account. Please read it and keep it for your records. Your contract with us for the card and account (the "Agreement") consists of this Customer Agreement, together with any changes to this Customer Agreement that we make as provided below, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable), Capital One Privacy Notice, any account disclosures provided and delivered to you prior to or at the time your account opened, including disclosures pursuant to requirements of Truth in Lending Act (hereinafter "TILA Account Disclosures"), as well as any subsequent notices of changes to these documents, and any and all documents that include your signature (including any electronic or digital signature) on any application, sales slip or other evidence of indebtedness on your account. In this Agreement the words "you," "your" and "yours" refer to each person who signed the application for the account (each, a "joint accountholder") and to anyone else who is authorized to use the account in any way (each, an "Authorized User"). Except as specifically stated herein, each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors, assigns, agents and/or authorized representatives. If the application for the account stated that the account will be a "Security Account," this means the funds you have pledged to us to secure your account. This Agreement and the Security Account Assignment Agreement (if applicable) do not apply to any other Capital One Bank account that you may have, either now or in the future, except as provided in the Arbitration Provision below. Unless you have entered into a Security Account Assignment Agreement with us, the account is unsecured. Except as provided in the Security Account Assignment Agreement (if applicable), the account is not secured by any other property, regardless of the terms of any other contract to which you and we are subject. We can delay enforcing any of our rights under this Agreement without losing them. The card is and remains our property, and you will surrender it to us at any time upon request.

Assignment. We may transfer your account, the Security Account (if applicable), the Security Account Assignment Agreement (if applicable) and/or our rights under this Agreement to an assignee. The assignee will take our place under this Agreement, the Security Account (if applicable) and the Security Account Assignment Agreement (if applicable) with respect to the agreement and interests transferred. The assignee may or may not be an affiliate of Capital One Bank. You must pay the assignee and otherwise perform all of your obligations under those agreements. You may not transfer your account or your rights under this Agreement, the Security Account (if applicable) or the Security Account Assignment Agreement (if applicable) to any person or entity without our express prior written consent. Subject to the preceding sentence, this Agreement will be binding and inure to the benefit of your and our respective successors, assigns and representatives.

Using Your Account. You can make purchases and obtain cash advances (if cash advances are an option for your account) by using your card, account number and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. Additionally, you may request a stop payment on account access checks, but we reserve the right to charge you a fee for such services. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances. We may establish different segments for your account, such as a purchase segment, a cash advance segment and a special transfers segment. Each segment may be subject to terms and conditions that are different than those that are applicable to other segments.

Our Liability. If any, for any wrongful dishonor of an account access check is limited to your actual damages and shall not include any consequential damages, and in no event will it exceed the amount of the check.

You agree not to use the card or account in connection with any Internet or illegal gambling transactions, but any Internet or illegal gambling transactions in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). Your card and account may only be used for valid and lawful purposes. If you use, or authorize someone else to use, the card or account for any unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated ("MasterCard") or Visa USA, Inc. ("Visa"), as applicable, or their successors for all amounts or expenses that we or they pay as a result of such unlawful or impermissible use. In any event, any unlawful or impermissible transactions in which you engage with the card or account nevertheless will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). You agree that we are not responsible if anyone refuses to honor your card or account. If you had a prior credit card or other account with us, or such an account or balance of such an account was transferred to us or one of our affiliates, and you agreed to restate the balance of the prior account in the form of your new account, the new account will accrue finance charges from the date that the new account is opened. Authorized users are not financially responsible for the account. An authorized user may use a credit card, can request certain account information and can request to be removed from the account. Subject to our discretion, an authorized user may not be able to initiate certain actions on the account. You agree to provide us with information identifying any persons you authorize to use your account, including their name, address, date of birth and other identifying information we may request.

Exchange Rate. If you make a transaction in currency other than U.S. dollars, VISA International or MasterCard International will convert the charge or credit into a U.S. dollar amount in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. VISA International's regulations and procedures provide that effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions is either (1) a rate selected by VISA from the range of acceptable rates in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or (2) the government mandated rate in effect for the applicable central processing date. MasterCard International's regulations and procedures provide the currency conversion rate it uses is either (1) a wholesale market rate or (2) a government mandated rate in effect on the day of the central processing date.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase certain items that we regard as "cash equivalent transactions." All cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include, without limitation, the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips and other similar products or services. Nothing in this paragraph will be interpreted to validate any transaction that is unlawful or impermissible.

Your Credit Limit. Your initial credit limit will be disclosed when your account is opened (or activated). Either initially, or at any later time, we may establish different credit limits that apply to different segments of your account (such as purchases, cash advances and special transfers). Your current credit limits will be identified in your periodic statements. You agree not to allow the balance of your account (including all transactions, finance charges and other fees or charges), or the balance of the applicable segments of your account, to exceed the applicable credit limits. If you have been given the option to increase your credit limit by adding funds to your Security Account (if applicable), we reserve the right not to increase your credit limit if the additional funds are provided while your account is in default. We may increase or decrease your credit limits at any time without prior notice to you, may temporarily increase or decrease your credit limits at any time without prior notice to you, may limit the credit limit for cash advances or may take away your ability to obtain cash advances. We may honor transactions in excess of your

credit limit, even if those transactions result in an over limit fee, and those transactions and fees will be subject to this Agreement and the Security Account Assignment Agreement (if applicable). Any transactions honored in excess of your credit limit will not result in an increase of your credit limit unless we expressly notify you otherwise.

Additional Benefits and Services. From time to time, we may offer you benefits and services with your account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration Provision below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits or services brochures and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. In addition, any such benefits or services offered to you in the most current version of the "Guide to Benefits" shall replace and supersede the benefits and services that had been offered to you in all previous versions of the "Guide to Benefits," without further notice. Except as provided by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

Making Payments. You promise to pay us and are liable for all amounts due resulting from the authorized use of your card or account, including any finance charges and other charges due under the terms of this Agreement. Payments must be made in U.S. dollars. Payments made by a check, money order or other negotiable instrument (an "item") must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments and other credits and proceeds among the various segments of your account, and to charges and principal due within each segment, in any way we determine, including balances (including new transactions) with lower annual percentage rates ("APRs") before balances with higher APRs.

Payments you mail to us at the address for payment stated on your periodic statement will be credited to your account as of the business day we receive it, provided (1) you send the remittance coupon portion of your periodic statement and your check in the remittance envelope provided and (2) your payment is received in our processing center by the time indicated on your periodic statement. Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday – Saturday, excluding holidays. Credit availability may be delayed in our sole discretion to ensure payment in good funds. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur late payment fees and additional finance charges, and may result in your account being declared to be in default.

Any minimum payment that is due will be stated in your periodic statement. You must pay at least the minimum payment due by the date stated in your periodic statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments, or items marked "payment in full" or other similar language, or payments with a request to apply the payment in a particular manner, without losing any of our rights under this Agreement, including our right to receive payment in full. No payment shall operate as an accord and satisfaction without our prior written approval. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Capital One, P.O. Box 85010, Richmond, VA 23285-5010. You will not make payments from funds obtained from the account or any other credit account with us. If your payment is made to any other address, we may accept the payment without losing any of our rights.

When you send us check(s) to make payment on your account, you authorize us to make a one-time electronic transfer from your bank account for the amount of the check as indicated by numerical digits. This authorization applies to all check(s) received by us during the billing period even if sent by someone else, who you agree is your agent and was provided with these disclosures in advance. This authorization is not restricted by the date on the check and includes resubmissions. We will not be bound by any restrictive legend or condition appearing on the face or reverse side of the check. If we cannot process the electronic transfer, you authorize us to make a charge against your bank account by processing the check, substitute check, draft or similar instrument.

We may adjust your account as appropriate to correct errors, returned items, rejected debits and similar matters.

We may, in our sole discretion, offer an expedited payment service. You are not required to use this service. When you authorize us to process a demand draft, electronic ACH debit or other expedited payment method for your account, we may charge you an expedited payment fee in an amount disclosed to you at the time of the service. We are not responsible for any dishonor of the payment by your depository institution and may retain the fee in the event of such dishonor.

If you give your account number or other account information to another person to make a payment for you or to act on your behalf, you agree that we may discuss your account with that person and process the payment as if it were made by you. You further agree that you will be responsible for all consequences of payment or non-payment by such party, including expedited payment, return payment, late payment and over limit fees. We reserve the right to refuse to accept payment on your behalf or to permit another person to act on your behalf.

Periodic Statement. Each month that you have a credit or debit balance of more than \$1 in your account, we will send you a periodic statement as and when required by applicable law. The periodic statement will show all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge. You will be assessed finance charges as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law.

Temporary Reduction In Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period without waiving the right to assess such finance charges in a future billing period.

Other Fees and Charges. The following fees will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit, unless otherwise specified, in every billing period in which they apply: (i) a late payment fee will be assessed if we do not receive your payment in time for it to be credited, as provided in this Agreement, by the date stated in your periodic statement; (ii) an over limit fee will be assessed if the balance of your account (or any segment of

your account) at any time during the billing cycle, for any reason, is greater than the applicable temporary or permanent credit limit, (regardless of whether you went over limit as a result of a transaction, finance charge or any other fee or charge, even if approved by us); (iii) a returned check fee will be assessed if we do not honor any account access check for any reason; (iv) copying charges for duplicate copies of transaction documentation or periodic statements will be assessed on a per-page basis, unless required for billing dispute resolution; (v) a returned payment fee will be assessed if, for any reason, (a) a check, draft or similar instrument is not honored or cannot be processed; or (b) an electronic debit is returned unpaid or cannot be processed. You authorize us to resubmit returned payments in our discretion. At our option, we may assess this fee each time your payment is not honored or paid, even if it is later honored or paid following resubmission. Any check, draft or similar instrument may be collected electronically if returned for insufficient or uncollected funds. We may charge any of these fees or charges, or add additional fees and charges, as provided below. We reserve the right to waive any of these fees without prior notification to you while maintaining our right to assess these fees going forward.

Cash Advance Fee. If cash advances are permitted for your account, a cash advance fee finance charge will be (i) assessed each time you obtain a cash advance or cash equivalent transaction, (ii) added to the cash advance segment of your account and (iii) applied against your available credit limit. The amount of the cash advance fee finance charge will be added to other finance charges shown on your periodic statement for the purpose of calculating the annual percentage rate for that billing period. This may cause the annual percentage rate disclosed for that billing period to be greater than the annual percentage rate disclosed to you.

Membership Fee. If applicable, a membership fee will be imposed in your first billing period, unless specifically stated otherwise. If the membership fee is assessed annually, it will be assessed in the billing period in which each anniversary of the opening of your account occurs. If the membership fee is assessed monthly, it will be assessed in each billing period. The fee will be billed to the purchase segment of your account and will be treated as a purchase and applied against your available credit limit. The membership fee will not be refunded, in whole or in part, even if you or we cancel the account.

Transfer Fee. A fee will be assessed for each transfer of funds from your account to your Security Account that you request. The fee will be billed to the cash advance segment of your account and will be treated as a cash advance and applied against your available credit limit.

Foreign Transaction Charge. For each transaction made in a country other than the U.S. or U.S. Territories, we will assess you a finance charge as previously disclosed to you as part of the TILA Account Disclosures or as we will disclose to you if required by applicable law. The fee will be based on the U.S. dollar amount of the transaction.

Credit Reporting Information. You agree that we may obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Security Interest. The terms and conditions contained within this paragraph apply only if the application for the account stated that the account will be a secured account. You provided us with certain funds, which have been deposited in the Security Account. To secure payment of the balance of the account and all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement, you have transferred, assigned, pledged and granted to us a security interest in the Security Account, all funds contained in the Security Account, all proceeds of the foregoing and all proceeds of proceeds. This security interest includes, without limitation, the initial funds that were placed into the Security Account, any additional funds added to the Security Account by any person and any interest earned to or accrued on the Security Account. The terms of the security interest are set forth in the Security Account Assignment Agreement you executed. If (i) you default or fail to abide by any of the terms of this Agreement or the Security Account Assignment Agreement, (ii) you close your account or (iii) we cancel your account for any reason, we may then or thereafter, and without prior notice to you, exercise our security interest by deducting from your Security Account the balance due on your account and all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement. We may exercise this right to make such deductions from your Security Account periodically as we determine to be appropriate. Within sixty days after the date your account is closed, we will send all remaining funds in the Security Account to the person legally entitled to receive them.

Future Offers. The terms of any future offer relating to the account will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may, in our sole discretion, declare a default under this Agreement if: (a) we do not receive the full amount of any minimum payment on or before the date it is due, (b) you exceed any credit limit or (c) an item used to make payment on your account is not honored or cannot be processed, or an electronic debit to make payment on your account is returned unpaid or cannot be processed. To the extent permitted by applicable law, we may also, in our sole discretion, declare a default under this Agreement if: (1) you violate any of the other terms of this Agreement or Security Account Assignment Agreement (if applicable); (2) we have declared you to be in default under the terms of any other agreement with us or any of our affiliates; or (3) we determine that you made any false or misleading statements on your application for, or regarding the use of, the account, or otherwise attempted to defraud us; (4) bankruptcy or other insolvency proceedings are instituted by you or against you; or (5) you die or are declared legally incompetent or incapacitated. At any time following any default under this Agreement (or after we give you any notice or right to cure the default, if required by applicable law), you will be subject to paying interest, finance charges and other fees pursuant to the terms of this Agreement, including any applicable default rate, even after any judgment is obtained. Additionally, we may, at our sole option, (x) limit or not allow you to make any new purchases or cash transactions on your account(s), (y) increase your minimum payment with such notice as may be required by applicable law or (z) subject to the limitations of applicable law, close your account(s) and demand immediate payment of the entire outstanding balance plus all other amounts owing under the terms of this Agreement and the Security Account Assignment Agreement.

To the extent permitted by applicable law, you agree to pay us all of our actual court costs, collection expenses and attorney's fees (whether paid to an attorney who is one of our employees or an attorney who is not one of our employees) incurred by us in the collection of any amount you owe us under this Agreement. You also agree to pay us all of our actual costs that we incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list. Nothing in this paragraph shall be construed to waive or impede our right to require arbitration in accordance with the Arbitration Provision below.

Account Closure and Suspension of Credit Privileges. (1) We may, at any time, with or without cause, with or without advance notice, and regardless of the existence or non-existence of a default under this Agreement, cancel the account and/or temporarily or permanently suspend your credit privileges under this Agreement. If we cancel the account, you agree to immediately destroy all cards and unused account access checks. (2) Your obligation to make payments and your other obligations under this Agreement will continue in full force and effect after the account is cancelled or your credit privileges are temporarily or permanently suspended. Cancellation of the account and/or temporary or permanent suspension of your credit privileges will not affect our security interest in your Security Account (if applicable) or our rights under the Security Account Assignment Agreement (if applicable). You can close your account by calling our Customer Relations department with the number found on the back of your credit card or, if different, the number stated in your periodic statement and requesting an account closure. You agree to destroy all cards and unused account access checks, cancel all preauthorized billing

arrangements and cease using your card and account. If you do not cancel all preauthorized billing arrangements, you and we will consider our receipt of a preauthorized debit to your account to constitute your authorization to reopen the account on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). Your account will not be closed until you pay all amounts you owe us under this Agreement and the Security Account Assignment Agreement (if applicable) including, without limitation, any purchase and cash advance transactions you have authorized, finance charges, late payment fees, over limit fees, returned check fees, returned payment fees, membership fees, cash advance fees, transfer fees, copying charges and any other fees charged to your account. You are responsible for these amounts whether they have been incurred at the time you request a closure of the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed and, if the account has already been closed, the account will be reopened on the terms set forth in this Agreement and the Security Account Assignment Agreement (if applicable). For example, if you authorize a purchase from a merchant and we receive the charge from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account and you will be responsible for payment under the terms of this Agreement and the Security Account Assignment Agreement (if applicable). The membership fee for your account will continue to be charged, to the extent permitted by applicable law, until the entire account balance has been paid in full, as described above. If the account is reopened, a new membership fee will be charged to the account as stated above.

If you, acting as the primary cardholder, want to terminate a joint accountholder's or an authorized user's access to the account, you must call our Customer Relations department and request that termination. Immediately thereafter, you agree to destroy that person's card(s) and destroy any unused account access checks in that person's possession. There may be a delay in the effective date of the termination of that person's access to the account. The account will be charged, and you and any joint accountholders will be responsible, for any charges through the use of the card or the account by the joint accountholder or authorized user that occur prior to the effective date of the termination even if the charges do not appear on the account until a later time. If you are unable to destroy the joint accountholder's or authorized user's card(s) or to destroy the unused account access checks in that person's possession, and you call our Customer Relations department to close your account, your account will be closed in accordance with the preceding paragraph. Either you and/or the joint cardholder, if any, may apply for a new account.

Changes in Terms. We may add to, remove, amend or change any part or provision of this Agreement, including the annual percentage rate(s) and any charges, (including adding new provisions of the same or a different nature as the existing provisions in this Agreement) at any time. If we do so, we will give you notice of such amendment or change if required by Federal law or Virginia law (to the extent not preempted by Federal law) unless we had previously notified the customer that the account would be subject to such amendment or change without notice. Notice will be mailed to the last billing address indicated in our records for the account. However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice. Changes to the annual percentage rate(s) will apply to your existing account balance from the effective date of the change, whether or not the account balance includes transactions billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

Governing Law. WE MAKE THE DECISION TO GRANT CREDIT, OPEN AN ACCOUNT AND ISSUE YOU A CREDIT CARD FROM OUR OFFICES IN VIRGINIA. This Agreement is to be construed in accordance with and governed by the laws of the United States of America and by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the United States of America or the internal laws of the Commonwealth of Virginia to the rights and duties of the parties. This Agreement is made in Virginia. It will be governed only by Federal law and Virginia law (to the extent not preempted by Federal law). If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there, but the remaining parts will remain in effect.

Waivers. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor and any right you may have to require us to proceed against another party before proceeding against you. You also waive, to the extent permitted by applicable law, any statute of limitations defense for an additional period of time equal to the applicable limitations period.

Lost or Stolen Cards or Account Access Checks. If your card(s) or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number on the back of your credit card or, if different, the telephone number shown on the front of your periodic statements, or by writing us at Capital One, P.O. Box 85015, Richmond, VA 23285-5015. You will not be liable in any amount for unauthorized use of your cards or account access checks.

You agree to tell us at once if you change your name, address, telephone number or employment. You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 85015, Richmond, VA 23285-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

Communications. We may release information to others regarding the status or history of your account as set forth in the Capital One Privacy Notice, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. We or our representatives may contact you from time to time regarding the account, or to ask for additional information about you or your experience with Capital One. You agree that such contacts are not unsolicited, are not limited except as expressly required by applicable law and may result from contact information you have provided or that is obtained from other sources. For example, we may contact you at your home or place of employment, during weekends or holidays, on your mobile telephone, voicemail or answering machine, and by email, fax, recorded message, text message or personal visit. Except as restricted by applicable law, we may monitor or record any calls we make or receive, suppress caller identification services and use an automated dialing and announcing device.

ARBITRATION. PLEASE SEE ENCLOSED "ARBITRATION PROVISION." PLEASE NOTE THAT THE TERMS INCLUDED IN THE ARBITRATION PROVISION ARE PART OF YOUR CUSTOMER AGREEMENT.

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ARBITRATION AGREEMENT**IMPORTANT: THIS ARBITRATION PROVISION IS A PART OF YOUR CUSTOMER AGREEMENT**

You and we agree that either you or we may, at either party's sole election, require that any Claim (as defined below) be resolved by binding arbitration.

IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. THE FEES ASSOCIATED WITH ARBITRATION MAY BE HIGHER THAN THE FEES ASSOCIATED WITH COURT PROCEEDINGS.

Special Definitions for this Arbitration Provision. For the purposes of this arbitration provision ("Arbitration Provision"), the following definition shall apply in addition to the definitions set forth in your Customer Agreement ("Agreement"):

"Claim" means any claim, controversy or dispute of any kind or nature between you and us.

A. *This definition includes, without limitation, any Claim that in any way arises from or relates to:*

- the Agreement and any of its terms (including any prior agreements between you and us or between you and any other entity from which we acquired your account)
- this Arbitration Provision (including whether any Claim is subject to arbitration)
- the establishment, operation or termination of your account
- any disclosures, advertisements, promotions or other communications relating to your account, whether they occurred before or after your account was opened
- any transactions or attempted transactions involving your account
- any billing or collections matters relating to your account
- any posting of transactions (including payments or credits) to your account
- any goods or services charged to your account
- any fees, interest or other charges assessed to your account, or their calculation
- any products, services or benefits programs related to or offered in connection with your account (including any insurance, debt cancellation or extended service contracts and any programs, rebates, rewards, sweepstakes, memberships, discounts or coupons) whether or not we offered, introduced, sold or provided them
- our receipt, use or disclosure of any information about you or your account
- any other matters relating to your account or your relationship with us.

B. *This definition also includes, without limitation, any Claim:*

- regardless of how or when it is brought (for example, as an initial claim, counterclaim, cross-claim, interpleading or third-party claim)
- based on any theory of relief or damages (including money damages and any form of specific performance or injunctive, declaratory or other equitable relief)
- based on any theory of law or equity (including contract, tort, fraud, constitution, statute, regulation, ordinance or wrongful acts or omissions of any type, whether negligent, reckless or intentional)
- made by you or by anyone connected with you or claiming through or for you (including a co-applicant or authorized user of your account, your agent, your representative, your heirs or a trustee in bankruptcy)
- for which we may be directly or indirectly liable under any theory, including respondent superior or agency (even if we are not properly named at the time the Claim is made)
- now in existence or that may arise in the future, regardless of when the facts and circumstances that give rise to the Claim occurred or when the Claim accrued
- made as part of a class action, private attorney general action, or other representative or collective action which Claim shall proceed on an individual basis as set forth more fully in this Arbitration Provision.

Arbitration Administrators. One of the following arbitration administrators ("Administrator" or, collectively, "Administrators") will administer the arbitration:

JAMS
1920 Main St., Ste. 300
Irvine, CA 92614
www.jamsadr.com

American Arbitration Ass'n
333 Madison Ave., Floor 10
New York, NY 10017-4605
www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
www.arbitration-forum.com

You may contact any of the Administrators to obtain information about arbitration, arbitration rules and procedures, fee schedules and claim forms.

Election and Initiation of Arbitration. You or we may elect arbitration under this Arbitration Provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. We will not elect or initiate arbitration of any Claim brought in a small claims court (or the equivalent), so long as the Claim remains in that court, is made solely on behalf of an individual or joint account holder and is not made as part of a class action, private attorney general action or other representative or collective action. You and we must follow the rules of the Administrators to initiate arbitration. If you initiate arbitration, you may choose one of the Administrators, and you must mail us any notice required by the Administrator to P.O. Box 85550, Richmond, VA 23285-5550. If we initiate arbitration, we will choose one of the Administrators, and we will mail you any notice required by the Administrator to your last-known billing address. If we have initiated arbitration, we will change the Administrator at your request. If you notify us in writing at the above address within fifteen days of the date of any notice we send you of our initiation of arbitration.

Procedures and Law Applicable in Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). Questions about whether any Claim is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way it may be enforced, consistent with the FAA and the terms of this Arbitration Provision. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations, but the validity and enforcement of any class action waiver is a question for a court of competent jurisdiction, not an arbitrator, to decide. The arbitrator may award any damages or other relief permitted by applicable substantive law (but will not have power to review the enforceability or severability of the paragraph "No Consolidation or Joinder of Parties," below), but the award shall determine the rights and obligations of only the named parties and only with respect to the Claims in arbitration. The rules and procedures of the Administrator, which you may obtain from the Administrator, shall govern the arbitration unless they conflict with this Arbitration Provision, in which case this Arbitration Provision will apply. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal, state or local rules of procedure and evidence that would apply in any court, or to state or local laws that relate to arbitration proceedings. You or we may have a hearing in arbitration. Any arbitration hearing that you attend in person will take place at a location in the federal judicial district that includes your last-known billing address or at some other place upon which you and we agree. You or we may be represented by counsel. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential information (including through the use of protective orders). The arbitrator will make any award in writing and, at the timely request of either party, will provide a written statement of reasons for the award.

Costs. The party initiating arbitration will pay the Initial filing fee. You may seek a waiver of the Initial filing fee or any of the Administrator's other fees (collectively, "Administrator's Fees") under any applicable rules of the Administrator. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the Administrator's Fees. We also will pay or reimburse you for all or part of the Administrator's Fees if the arbitrator determines there is good reason for us to do so. We will pay any fees and costs we are required to pay by law. Otherwise, and except as provided in this Agreement, you and we will bear all of our respective fees and costs (including the Administrator's Fees and the fees and costs relating to attorneys, experts and witnesses), regardless of who prevails. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner.

No Consolidation or Joinder of Parties. The arbitration of any Claim must proceed on an individual basis, even if the Claim has been asserted in a court as a class action, private attorney general action or other representative or collective action. Unless all parties consent, neither you nor we may join, consolidate or otherwise bring Claims related to two or more accounts, individuals or accountholders in the same arbitration. Also, unless all parties consent, neither you nor we may pursue a class action, private attorney general action or other representative or collective action in arbitration, nor may you or we pursue such actions in Court if any party has elected arbitration. You will 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 as to which arbitration has been elected.

Judgment, Enforcement, Finality and Appeal. The arbitrator's decision will be final and binding after fifteen days unless you or we seek an appeal of the award by making a written request to the Administrator. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration and will make decisions based on the vote of the majority. The panel's decision will be final and binding. Any final decision of the arbitrator or of the appeal panel is subject to judicial review only as set forth under the FAA. An award in arbitration will be enforceable under the FAA by any court having jurisdiction.

Miscellaneous, Waiver, Severability, Survival. If you or we do not elect arbitration or otherwise enforce this Arbitration Provision in connection with any particular Claim, you or we will not waive any rights to require arbitration in connection with that or any other Claim. This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure or changes of this Agreement, your account and your relationship with us; (ii) the bankruptcy or insolvency of any party; and (iii) any transfer of your account, or any amounts owed on your account, to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern. A photocopy or other image of this Agreement and related documents may be used in place of the originals for all purposes including litigation.

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KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT

APR 24 - MAY 23, 2004

781260-2439018207

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$7,031.00

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE June 18, 2004

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Payments and Adjustments

Other Charges

1 19 MAY INSTALLMENT LOAN \$7,031.00

Thank you for opening a Capital One® installment loan. We would like to take a moment to remind you of our direct draft service, which makes paying your loan more convenient because monthly payments are automatically deducted from your personal bank account. If you have established direct draft service, you will not need to send your payments via mail, and you will not receive monthly billing statements. If you have not already established direct draft service and are interested in enrolling, please call Customer Relations.

1478A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 7031000000000253850

Total New Balance \$7,031.00
Minimum Amount Due \$253.85
Payment Due Date June 18, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85134
Richmond, VA 23285-5184

001478

#9214471658347899# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

**PLAINTIFF'S
EXHIBIT**

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

If you pay with an automatic payment that is dishonored or returned, Capital One reserves the right to assess a \$25 "Returned Check Fee." If an automatic payment is returned, Capital One reserves the right to terminate this authorization and your participation therein.

Monthly periodic statements will not be issued to participants in this plan.

© 2003 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

You must notify us in writing if any information changes regarding your bank account or if you would like to change the account or financial institution from which your automatic payment is debited. Please remember to include a voided check with your letter, if necessary. We must receive your written notification at least 45 days before the payment due date, or the change may not be implemented until your next payment due date.

You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to:

Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAY 24 - JUN 23, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,976.86
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE July 19, 2004

Payments and Adjustments

1 18 JUN PAYMENT RECEIVED - THANK YOU \$253.85-

Other Charges

2 04 JUN ACCOUNT OPENING FEE - FINANCE CHARGE \$99.00

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1638A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6976860253850253858

Total New Balance \$6,976.86
Minimum Amount Due \$253.85
Payment Due Date July 19, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184
1638A

001638

#9217671658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
1638A

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

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You may discontinue the plan at any time by giving us 45 days' written notice. Please send changes and termination notices to:

Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

011LBAK

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1630A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

JUN 24 - JUL 23, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,819.13
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE August 18, 2004

Payments and Adjustments

1	17 JUL	PAYMENT RECEIVED - THANK YOU	\$253.85-
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At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

1409A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 23 6819130253850253857

Total New Balance	\$6,819.13
Minimum Amount Due	\$253.85
Payment Due Date	August 18, 2004
Total enclosed	\$
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184
[Barcode]

001493

#9220671658347896# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
[Barcode]

Automatic Payment Service. Capital One® will notify you when your request for Automatic Payment Service has been accepted. You must continue to make the required monthly payment on your account until you receive notification that your Automatic Payment Service is scheduled to begin. This notification will specify the dates when your monthly automatic payments will occur. If funds are unavailable at the time we attempt to debit your checking account, you will be responsible for forwarding a payment to us. If your payment is not received by the due date, a past-due fee will be charged to your account. Capital One will not notify you if such funds are unavailable and will not be responsible for any fees, charges or costs incurred in connection therewith.

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Capital One
P.O. Box 85025
Richmond, VA 23285-5025.

Questions and concerns about transactions can also be sent to the above address. In addition, you can contact us toll free at 1-800-955-2115.

IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

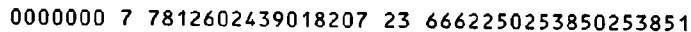
If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

011LBAK

23P02 O 1600

1409A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



017

Simply enclose this coupon with your payment for this month and send before your due date. Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service. Please continue to make your monthly payment until you receive your confirmation letter. If you are already enrolled in Automatic Payment Service, please disregard this notice.

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.



JUL 24 - AUG 23, 2004
Page 1 of 1

Payments and Adjustments

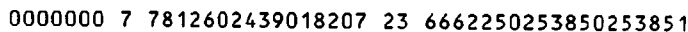
1	16 AUG	PAYMENT RECEIVED - THANK YOU	\$253.85-
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Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

#9223771658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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1566A

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

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Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

AUG 24 - SEP 27, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,515.26
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE October 22, 2004

Payments and Adjustments

1 18 SEP PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to www.everyvotecounts2004.com to make sure your voice is heard. Every vote counts!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6515260253850253859

Total New Balance \$6,515.26
Minimum Amount Due \$253.85
Payment Due Date October 22, 2004
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184
002383

#9227271658347898# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

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If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here XPlease ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT

SEP 28 - OCT 27, 2004

781260-2439018207

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,349.58

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$253.85

PAYMENT DUE DATE November 22, 2004

Payments and Adjustments

1 07 OCT PAYMENT RECEIVED - THANK YOU \$253.85-

At your serviceSend payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6349580253850253852

Total New Balance \$6,349.58

Minimum Amount Due \$253.85

Payment Due Date November 22, 2004

Total enclosed \$

Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #

City State ZIP

Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184

002368

#9230271658347893# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

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Please continue to make your monthly payment until you receive your confirmation letter.

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☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

OCT 28 - NOV 27, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,185.65
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE December 22, 2004

Payments and Adjustments

1	22 NOV	PAYMENT RECEIVED - THANK YOU	\$253.85-
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At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6185650253850253850

Total New Balance	\$6,185.65
Minimum Amount Due	\$253.85
Payment Due Date	December 22, 2004
Total enclosed	\$
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002426

#9233371658347898# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

NOV 28 - DEC 27, 2004
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$6,017.10
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE January 22, 2005

Payments and Adjustments

1 23 DEC PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 6017100253850253850

Total New Balance \$6,017.10
Minimum Amount Due \$253.85
Payment Due Date January 22, 2005
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184
00227A

00227

#9236371658347895# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

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Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

DEC 28, 2004 - JAN 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,848.76
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE February 22, 2005

Payments and Adjustments

1 20 JAN PAYMENT RECEIVED - THANK YOU \$253.85-

At your service

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services
Capital One Services P.O. Box 85015
P.O. Box 85184 Richmond, VA 23285-5015
Richmond, VA 23285-5184

Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

2006A

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5848760253850253858

Total New Balance \$5,848.76
Minimum Amount Due \$253.85
Payment Due Date February 22, 2005
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184
[Barcode]

002065

#9202871658347894# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
[Barcode]



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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2005A
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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

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Simply enclose this coupon with your payment for this month and send before your due date.

Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.

Please continue to make your monthly payment until you receive your confirmation letter.

If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here XPlease ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.

DILAM

017-0703



PERSONAL LOAN ACCOUNT

JAN 28 - FEB 27, 2005

781260-2439018207

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,932.40

The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.

AMOUNT DUE \$507.70

PAYMENT DUE DATE March 22, 2005

Payments and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

In calendar year 2004, you paid \$763.05 toward interest. If you are enrolled in direct draft service, your payment will continue to be automatically deducted from your checking account. If you are not enrolled in direct draft service and are interested in enrolling, please contact our Customer Relations Department at 1-800-955-2115.

At your service

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 85184
Richmond, VA 23285-5184Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5932400253850507709

Total New Balance	\$5,932.40
Minimum Amount Due	\$507.70
Payment Due Date	March 22, 2005

Total enclosed	\$	
Account Number:		781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 85184
Richmond, VA 23285-5184



002389

#9205871658347891# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856





IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

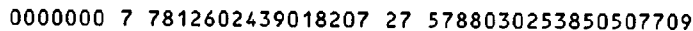
Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



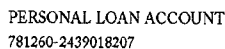
017

Simply enclose this coupon with your payment for this month and send before your due date. Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service. Please continue to make your monthly payment until you receive your confirmation letter. If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here **X**

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



FEB 28 - MAR 27, 2005
Page 1 of 1

TOTAL NEW BALANCE	\$5,788.03
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.	
AMOUNT DUE	\$507.70
PAYMENT DUE DATE	April 22, 2005

1	05 MAR	PAYMENT RECEIVED - THANK YOU	\$253.85-
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Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

2	02 MAR	PAST DUE FEE	\$35.00
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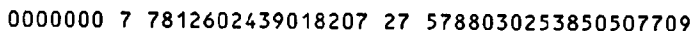
Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

Please review the important information enclosed with your statement and keep a copy for your records.

If you are paying off your loan, please call Customer Relations at 1-800-955-2115



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



Total New Balance	\$5,788.03
Minimum Amount Due	\$507.70
Payment Due Date	April 22, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street		Apt. #
City	State	ZIP
Home Phone		Alternate Phone

Capital One, F.S.B.
P.O. Box 790217 
St. Louis, MO 63179-0217


002674

#9208671658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Bar chart showing the number of people who visited the museum each day from Monday to Sunday.

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 8:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

KAREN L DEMKO

017

Free Automatic Payment Service:

The convenience of writing one less check each month.

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Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here **X**

Please ensure that the check you submit for the payment this month is drawn on a **PERSONAL CHECKING ACCOUNT IN YOUR NAME**, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAR 28 - APR 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,363.71
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE May 23, 2005

Payments and Adjustments

1	06 APR	PAYMENT RECEIVED - THANK YOU	\$507.70-
2	25 APR	ADJ- ACCOUNT OPENING FEE - FINANCE CHARGE	29.87-

Other Charges

3	30 MAR	PAST DUE FEE	\$35.00
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At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

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If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5363710507700253859

Total New Balance \$5,363.71
Minimum Amount Due \$253.85
Payment Due Date May 23, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
[Barcode]

002508

#9211871658347893# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
[Barcode]



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

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KAREN L DEMKO

017

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☐ Yes, I want this service. Please sign me up. Your signature here X

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See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

APR 28 - MAY 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$4,925.45
The balance above may not include recent payments or accrued interest and is not your payoff balance. To obtain your payoff balance, please contact Customer Relations at 1-800-955-2115.
AMOUNT DUE \$253.85
PAYMENT DUE DATE June 22, 2005

Payments and Adjustments

1 06 MAY PAYMENT RECEIVED - THANK YOU \$507.70-

At your service

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

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If you are paying off your loan, please call Customer Relations at 1-800-955-2115

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 4925450507700253856

Total New Balance \$4,925.45
Minimum Amount Due \$253.85
Payment Due Date June 22, 2005
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
002676

#9214871658347890# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



IMPORTANT INFORMATION

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0000000 7 7812602439018207 27 4995430507700507704

KAREN L DEMKO

017

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☐ Yes, I want this service. Please sign me up. Your signature here X

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See reverse for more details.
DILAM 017-0703



PERSONAL LOAN ACCOUNT
781260-2439018207

MAY 28 - JUN 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$4,995.43
AMOUNT DUE \$507.70
PAYMENT DUE DATE July 22, 2005

Payments and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

559004

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 4995430507700507704

Total New Balance \$4,995.43
Minimum Amount Due \$507.70
Payment Due Date July 22, 2005
Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
|||

005590

#9017971658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
|||

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

Credits

The total amount of any credits deducted from your loan account balance during the time period covered by this billing statement.

Payments

The total of any payments applied to your loan account balance during the time period covered by this billing statement.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

011LBAK

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Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

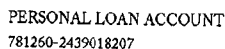
04

Capital One
what's in your wallet?*

- **Good credit can be important for getting an apartment, a cell phone or even a job.**
- **To avoid risk to your credit rating, call 1-800-955-6600 to use our free Check by Phone service.**
- **If you prefer, simply use the payment coupon below.**
- **If you have online account access, log on to your account and pay now at www.capitalone.com.**

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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041-0404



JUN 28 - JUL 27, 2005

Page 1 of 1

Payments and Adjustments

TOTAL NEW BALANCE	\$5,098.15
AMOUNT DUE	\$761.55
PAYMENT DUE DATE	August 22, 2005

Other Charges

1	30 JUN	PAST DUE FEE	\$35.00
---	--------	--------------	---------

At your service

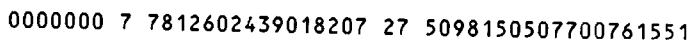
To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

2196M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



Total New Balance	\$5,098.15
Minimum Amount Due	\$761.55
Payment Due Date	August 22, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street		Apt. #
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

012196

#9020971658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

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Credits

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Payments

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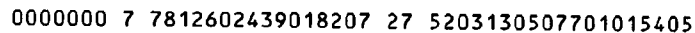
Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

O1ILBAK

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12196M
2

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.



017

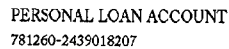
Free Automatic Payment Service:
The convenience of writing one less check each month.

Simply enclose this coupon with your payment for this month and send before your due date.
Once we process your request, you will receive a confirmation letter containing the start date of your Automatic Payment Service.
Please continue to make your monthly payment until you receive your confirmation letter.
If you are already enrolled in Automatic Payment Service, please disregard this notice.

☐ Yes, I want this service. Please sign me up. Your signature here X

Please ensure that the check you submit for the payment this month is drawn on a PERSONAL CHECKING ACCOUNT IN YOUR NAME, as this will be the account from which your monthly payment will be deducted.

See reverse for more details.
DILAM 017-0703



JUL 28 - AUG 27, 2005
Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE	\$5,203.13
AMOUNT DUE	\$1,015.40
PAYMENT DUE DATE	September 22, 2005

Payments and Adjustments

Other Charges

1	30 JUL	PAST DUE FEE	\$35.00
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At your service

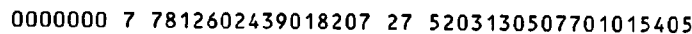
To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

11843M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



Total New Balance	\$5,203.13
Minimum Amount Due	\$1,015.40
Payment Due Date	September 22, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street		Apt. #
City	State	ZIP
Home Phone		Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

011843

#9024071658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856

Barcodes

Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

New Loan and Other Charges

Any amount borrowed and any late or returned check charges billed to your loan account during the time period covered by this billing statement.

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011LBAK

27R05 0 0100
11943M
2

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 9:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.
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ACCOUNT STATUS FOR:
KAREN L DEMKO

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

042-0605



PERSONAL LOAN ACCOUNT
781260-2439018207

AUG 28 - SEP 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE \$5,308.11
AMOUNT DUE \$5,308.11
PAYMENT DUE DATE October 22, 2005

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments and Adjustments

Other Charges

1 30 AUG PAST DUE FEE \$35.00

Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

11677M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5308110507705308113

Total New Balance \$5,308.11
Minimum Amount Due \$5,308.11
Payment Due Date October 22, 2005

Total enclosed \$
Account Number: 781260-2439018207

Please print address changes below using blue or black ink.

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217



011677



#9027171658347892# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856



Please write your account number on your check or money order made payable to Capital One, F.S.B. and mail in the enclosed envelope.



IMPORTANT INFORMATION

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If you have a question about your Account, write to Capital One, Customer Relations, P.O. Box 85015, Richmond, VA 23285-5015 or call the toll-free phone number on the front of this statement.

011LBAK

27R05 0 0100
1 1677M
2

Important Notice: For your payment to be credited on the same day we receive it, the bottom portion of this statement and your check must be received by us on a business day by 5:00 a.m. at our processing center. Please use the enclosed remittance envelope when mailing payment and allow five (5) days for postal delivery. Payments received by us at another location or in any other form may not be credited the same day we receive them. Our business days are Monday through Friday, excluding holidays. When you send us a check(s), you authorize us to make a one-time electronic transfer debit from your bank account for the amount of the check. This authorization applies to all checks received during the billing cycle even if sent by someone else. If we cannot process the transfer, you authorize us to make a charge against your bank account using the check, a paper draft or other item.

042

Your account is temporarily suspended from future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

We can help restore your charging privileges:

- Use our **free Check by Phone** service by calling **1-800-955-6600**.
- Call our friendly associates for **payment options** at the number above.
- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

ACCOUNT STATUS FOR:
KAREN L DEMKO

PAST DUE!

TEMPORARILY
SUSPENDED

Capital One | what's in your wallet?

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042-0605



PERSONAL LOAN ACCOUNT
781260-2439018207

SEP 28 - OCT 27, 2005

Page 1 of 1

Loan Payment Information

TOTAL NEW BALANCE	\$5,410.83
AMOUNT DUE	\$5,410.83
PAYMENT DUE DATE	November 22, 2005

At your service

To call Customer Relations: 1-800-955-2115

Send payments to:
Attn: Remittance Processing
Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217

Send inquiries to:
Capital One
P.O. Box 30285
SLC, UT 84130-0285

Payments and Adjustments

Other Charges

1	30 SEP	PAST DUE FEE	\$35.00
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Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

5873M

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 7812602439018207 27 5410830507705410839

Total New Balance	\$5,410.83
Minimum Amount Due	\$5,410.83
Payment Due Date	November 22, 2005
Total enclosed	\$ []
Account Number:	781260-2439018207

Please print address changes below using blue or black ink.

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	

Capital One, F.S.B.
P.O. Box 790217
St. Louis, MO 63179-0217
[Barcode]

005873

#9030171658347897# MAIL ID NUMBER
KAREN L DEMKO
512 2ND AVE APT 2
ALTOONA PA 16602-3856
[Barcode]

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011LBAK

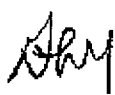
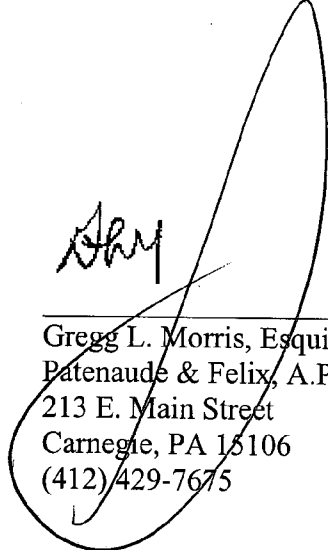
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I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Robin Jean Foor, Esq.
211 East Locust St
Clearfield PA 16839

Date: October 02, 2009

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary Objections
* to Second Amended Complaint
*
* Filed on Behalf of: Karen L. Demko
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED

O 10:20 a.m. GL

OCT 14 2009

3cc Atty

William A. Shaw
Prothonotary/Clerk of Courts (610)

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

:
:
:
: No. 07-943-CD
:
:
:

**DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S SECOND
AMENDED COMPLAINT**

Defendant, Karen L. Demko, by and through her attorneys, Robin Jean Foor,
Esquire and MidPenn Legal Services, hereby files these Preliminary Objections to
Plaintiff's Second Amended Complaint and avers the following in support thereof:

**I. MOTION TO STRIKE/FAILURE OF PLEADING TO CONFORM TO
LAWOR RULE OF COURT-FAILURE TO ATTACH COPY OF
WRITTEN AGREEMENT**

1. Whenever a claim is based upon a written agreement, the pleader shall attach a copy of the written agreement or the material part thereof to the pleading.
Pa.R.C.P. 1019(i).
2. Case law further expounds upon the requirements of Pa.R.C.P. No. 1019(i) as the rule relates specifically to consumer debt collection lawsuits. *See Atlantic Credit and Finance, Inc. vs. Giulana*, 829 A. 2d 340, 345 (Pa. Super. 2003) (holding that the failure to attach the writing upon which the claim is based is fatal to the claim set forth in the complaint); *Unifund CCR Partners vs. Vo*, No. 08-3966 (Pa. Com. Pl. Philadelphia, 2009) (holding that a plaintiff must also attach to the complaint the interest rates and fees [Schumer Box] that the parties agreed to).

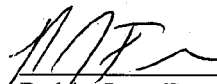
3. The underlying credit transaction is a closed end credit transaction. As evidenced by the monthly statements attached to the plaintiff's complaint that clearly lists the transaction as a personal loan and an installment loan. However the documents attached to the complaint that purport to be the contract between the parties are the terms and conditions of the plaintiff's revolving credit transactions in 2002 and 2006.
4. A written agreement is necessary for an installment loan between the parties. The federal Truth In Lending Act, 15 USC § 1601 *et seq* requires the disclosure of finance charges as an annual percentage rate among other information. For such disclosures to be made there must be a writing. That writing must be attached for defendant to adequately answer and defend the complaint.
5. Plaintiff attempts to circumvent the requirement of a signed written agreement by averring that the defendant's failure to object to or dispute amounts on the monthly billing statements constitutes an "account stated" and thereby eliminates the need for a written signed customer agreement. However, the complaint and the statements contemplate an interest rate beyond the Pennsylvania legal rate of interest of 6% being charged, late fees being assessed and court costs being shifted. These all counter the argument that plaintiff's cause of action against defendant can be based on an "account stated."
6. Because the Plaintiff fails to attach a copy of a signed or unsigned written document upon which the claim is based, the complaint fails to comply with Pa.R.C.P. 1019(i).

WHEREFORE, Defendant respectfully requests this Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Second Amended Complaint.

MOTION TO STRIKE/INSUFFICIENT SPECIFICITY OF PLEADING

7. Defendant incorporates by reference the proceeding paragraphs.
8. It is well settled through case law that Pennsylvania is a fact pleading state.
9. The Pennsylvania Rules of Civil Procedure also establish that Pennsylvania is a fact pleading state. The material facts, on which a cause of action is based, shall be stated in a concise and summary form in all pleadings. Pa.R.C.P. no 1019(a).
10. Here the complaint lacks material facts upon which the claim is based. Plaintiff attempts to overcome the requirement to set forth material facts by attaching to its Second Amended Complaint a series of monthly billing statements.
11. The complaint fails to state the essential terms and conditions governing the alleged past due account that would explain the calculation of the alleged balance due.
12. Accordingly, the Complaint fails to comply with Pa. R.C.P. 1019(a).

Wherefore, Defendant respectfully requests the Honorable Court to sustain her preliminary objections and dismiss Plaintiff's Second Amended Complaint.



Robin Jean Foor, Esquire
Attorney for Karen L. Demko
MIDPENN LEGAL SERVICES
211 East Locust Street
Clearfield, PA 16830
(814)765-9646 Ext. 402

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

*
*
* NO.: 07-943-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of
* Service
*
* Filed on Behalf of: Karen L. Demko
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

3
FILED
O 10:13 a.m. GK
OCT 15 2009
ICC Atty
William A. Shaw
Prothonotary/Clerk of Courts

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

Capital One Bank
Plaintiff

vs.

Karen L. Demko,
Defendant

:
:
:
: No. 07-943-CD
:
:
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 14th day of October, 2009, I served a true and accurate copy of Defendant's Preliminary Objections to Second Amended Complaint filed in that above-captioned matter to the following individual by first class mail, postage prepaid:

Gregg Morris, Esquire
Patenaude & Felix, A.P.C.
213 East Main Street
Carnegie, PA 15106



Robin Jean Foor, Esquire
Supreme Ct. ID 41520

FILED 1 Cert of disc issued
m/11:05am to Atty Morris and
NOV 04 2009 copy to CIA

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

)
)
) NO. 2007-943-CD
)
)
)
)
)
)
)
)

**PRAECIPE TO
DISCONTINUE WITHOUT
PREJUDICE**

Filed on behalf of:
CAPITAL ONE BANK

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

KAREN L DEMKO

Defendant(s)

NO. 2007-943-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: Prothonotary

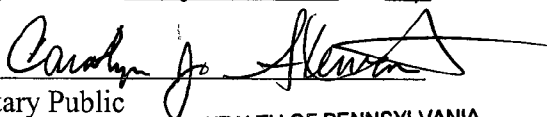
Please discontinue the matter captioned above without prejudice upon payment of costs only. Thank you.

Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: November 02, 2009

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Sworn to and subscribed before me this
2 day of NOV, 2009.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carolyn J. Stewart, Notary Public
Carnegie Boro, Allegheny County
My Commission Expires Aug. 14, 2011
Member, Pennsylvania Association of Notaries

I, GREGG MORRIS, attorney for Plaintiff, CAPITAL ONE BANK , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Robin Jean Foor, Esq.
211 East Locust St
Clearfield PA 16839

Date: November 02, 2009



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Capital One Bank (U.S.A.), N.A.

Vs.

No. 2007-00943-CD

Karen L. Demko

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 November 4, 2009, marked:

Discontinued without prejudice

Record costs in the sum of \$92.00 have been paid in full by Gregg L. Morris Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of November A.D. 2009.



LM

William A. Shaw, Prothonotary

CA

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

CAPITAL ONE BANK (U.S.A.), N.A.
Plaintiff

vs.

KAREN L. DEMKO
Defendant

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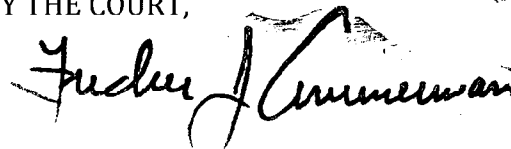
NO. 2007-943-CD

ORDER

NOW, this 21st day of June, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **29th day of August, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeceptum with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

of 9:00am
JUN 25 2013

4 William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys.

Morris
Foor

GL

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

CAPTIAL ONE BANK (U.S.A.), N.A.
Plaintiff

vs.

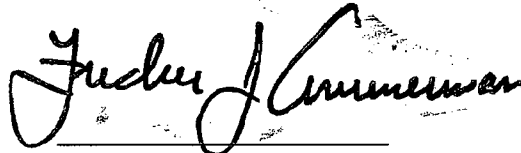
KAREN L. DEMKO
Defendant

* NO. 2007-943-CD
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ORDER

NOW, this 27th day of June, 2013, the Court notes that a Praecipe to Discontinue without Prejudice in the above-captioned case was filed on November 4, 2009 by Gregg L. Morris, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 29th day of August, 2013 is **canceled**.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 102 AHS
01:40 am
JUN 27 2013
S
William A. Shal
Prothonotary/Clerk of Courts
G Morris
Four