

07-1469-CD

Capital One vs Jamie L. Bloom

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

JAMIE L BLOOM

Defendant(s)

)  
)  
)  
)  
)  
)  
)  
)

) NO. 07-1469-CD

**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 Atty Pd. 85.00  
M 11:22 AM  
SEP 10 2007  
W.A. Shaw  
Prothonotary/Clerk of Courts  
ICC Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK )  
Plaintiff ) NO.  
v. )  
JAMIE L BLOOM )  
Defendant(s) )

## 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.

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.

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

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.

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

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

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 ) NO.  
v. )  
JAMIE L BLOOM )  
Defendant(s) )

## **COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, CAPITAL ONE BANK , by and through its attorney, GREGG MORRIS, ESQUIRE and the law offices of PATENAUME & 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 PATERNAUDE AND FELIX, A.P.C., 213 East Main St Carnegie, Pennsylvania 15106.

2. Defendant is JAMIE L BLOOM, an adult individual, believed to currently reside at 1283 KENDRICK RD HOUTZDALE, PA 16651-8113.

3. Heretofore, the Defendant(s) opened a account with Plaintiff being Account No. 4862362355779854, for the purchase of good and services.

4. The Defendant(s) has/have made or authorized a number of purchases and as of January 02, 2007, Defendant(s) owes \$4,513.57 on said account plus interest.

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

6. 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.

7. 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 \$4,513.57, plus interest and costs.

8. By failing to object or dispute to the statements including the statement attached hereto as Plaintiff's Exhibit "A", Defendant(s) have/has assented to and agreed to the correctness of the balance due on the credit card account so as to constitute and account stated.

9. 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 \$4,513.57, plus legal interest from the date of breach, with continuing interest 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.

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

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

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

MORE  
Features!

# peoplepc™ online

A better way to Internet.



**\$4.97\***  
Amount for  
12 months.  
Reg. \$10.99 per month.

Surf up to  
**5x faster** with  
**FREE Accelerator**  
for the first 12 months! - A \$60 value!



SIGN UP  
TODAY!

**1-888-587-9669**

Mention Offer Code: COIN  
Visit [www.peoplepc.com/go/coin](http://www.peoplepc.com/go/coin)

## 003 UNLIMITED INTERNET ACCESS

PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers, including:

- Virus Protection powered by Symantec™
- Pop-Up Blocker™
- Spam Controls
- Smarter Smart Dialer Technology
- More Email Addresses
- Internet Call Waiting

### SPECIAL LIMITED-TIME OFFER FOR CAPITAL ONE® CARDHOLDERS!

**CapitalOne®**

PLATINUM VISA ACCOUNT

4862-3623-5577-9854

OCT 18 - NOV 17, 2005

Page 1 of 1

#### Account Summary

Previous Balance	\$4,440.73
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$37.84
New Balance	\$4,513.57
Minimum Amount Due	\$4,513.57
Payment Due Date	December 17, 2005
Total Credit Line	\$4,100
Total Available Credit	\$0.00
Credit Line for Cash	\$984
Available Credit for Cash	\$0.00

#### Payments, Credits and Adjustments

##### Transactions

1 17 NOV PAST DUE FEE \$35.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

You were assessed a past due fee of \$35.00 on 11/17/2005 because your minimum payment was not received by the due date of 11/17/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

#### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-903-3637**

Send payment to:  
Attn: Remittance Processing  
Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

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

#### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$3,317.16	.02737%	9.99%	\$28.15
CASH	\$0.00	.05425%	19.80%	\$0.00
SPECIAL TRANSFERS	\$1,141.84	.02737%	9.99%	\$9.69

ANNUAL PERCENTAGE RATE applied this period

9.99%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 4862362355779854 17 4513570145504513573

New Balance	\$4,513.57
Minimum Amount Due	\$4,513.57
Payment Due Date	December 17, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-5577-9854

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address: <input type="text"/>		

#9032244986106604# MAIL ID NUMBER

JAMIE L BLOOM  
220 1/2 SUSQUEHANNA  
CURWENSVILLE PA 16833-1444

Capital One Bank  
P.O. Box 790216  
St. Louis, MO 63179-0216

007600  
007600  
007600  
007600

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

peoplepc™ online  
A better way to Internet.

## UNLIMITED INTERNET ACCESS

SIGN UP  
TODAY!

1-888-587-9669

Mention Offer Code: COIN  
Visit [www.peoplepc.com/go/coin](http://www.peoplepc.com/go/coin)

PeoplePC is solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides the product - for example, that you are a Capital One customer.

\*PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemable with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime. With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internet service and specified Windows® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedure. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

© 2005 PeoplePC Inc. All Rights Reserved. PeoplePC Online and its logo are trademarks of PeoplePC in the U.S. and other countries.

© 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

1. **How To Avoid A Finance Charge.**
  - a. **Grace Period.** You will have a minimum grace period of 20 days with which to pay your new purchases, new balances, new special purchases and new other charges if you pay your total "New Balance" in accordance with the Important Notice for payments below, 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, there is no grace period on any transaction if you do not pay the total. Now.
  - b. **Assess a Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period, a finance charge will 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 you have a balance on your account, a minimum 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. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
2. **Average Daily Balance (Including New Purchases).**
  - a. 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 daily balance for each segment and add any new purchases 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 you paid the minimum due on a monthly basis), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the periodic rate(s) 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.
  - b. If the code Z or N appears on the front of this statement next to "Balance Ratio Applied To," we multiply the average daily balance of each segment by your monthly

- periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to "Balance Ratio Applied To," we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment in the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.
3. **Annual Percentage Rates (APR).**
  - a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
  - b. If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Secured Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.
  - c. If the code M (Monthly), R (Revised Monthly) or 0 (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.
4. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you. We also reserve the right to assess the same or similar fees at a later time.
5. **Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you. If you cancel your account, during this period, you may continue to use your account without having to pay the membership fee. If you cancel your account, please notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.
6. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks and return them promptly, and close your bank account. If you do not cancel your unauthorized billing arrangement, 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, past due fees, overlimit fees, returned payment fees, cash advances, and any other amounts due on 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 reporting of

your account if it has already been closed. For example, if you authorized a 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.

7. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transaction.

### BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your bill is wrong, or if you need more information on an account or bill with which you are not affiliated, call as soon as possible the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the supposed error, a description of the error and the date it occurred. If possible, tell why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your home. (If you do not own or operate the merchant, or if we mailed you the advancement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

† Does not apply to business non-credit card accounts

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com).

Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2003 Capital One

O1LOBAK

17R02 Z 100  
2800  
2

**Important Notice:** Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in an enclosed envelope, and (2) your payment is received in our processing center by 3 p.m. ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at an office location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays. Please do not use staples, paper clips, etc. when preparing your payment. 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.

762. 6222

PA

STATE OF GEORGIA

COUNTY OF GWINNETT

Personally appeared before me HENDERSON W MCKENZIE II, who being duly sworn, made oath that he/she is an authorized agent of CAPITAL ONE BANK, and that he/she is authorized to make this affidavit, and to the best of his/her knowledge and belief, BLOOM, JAMIE L is/are justly indebted to CAPITAL ONE BANK in the sum of \$5002.71 Dollars as of 12/19/2006 with 9.99% 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 3rd day of January, 2007.

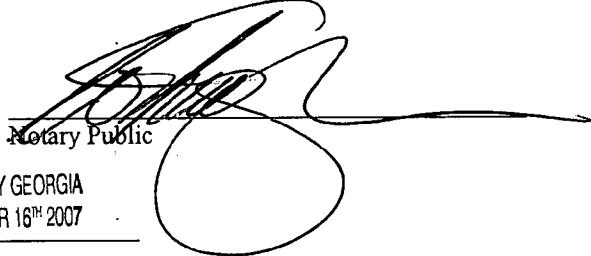


Affiant

Courtney T. Cherry

Taken, subscribed and sworn to before me,

Notary Public in and for the City/County and State aforesaid, in my City/County aforesaid this 3rd day of January, 2007.

  
Notary Public

CORTNEY T. CHERRY

NOTARY PUBLIC GWINNETT COUNTY GEORGIA

My commission expires on MY COMMISSION EXPIRES OCTOBER 16<sup>th</sup> 2007

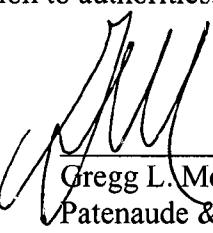
A144

PATENAUME & FELIX, A.P.C  
4862362355779854

**VERIFICATION**

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief. Counsel has signed the verification as a matter of time and convenience. The verification of the party can be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

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

DOCKET # 103178  
NO: 07-1469-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: JAMIE L. BLOOM

**SHERIFF RETURN**

NOW, September 13, 2007 AT 10:11 AM SERVED THE WITHIN COMPLAINT ON JAMIE L. BLOOM DEFENDANT AT 1283 KENDRICK RD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMIE BLOOM, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**

0/11/45 cm  
JAN 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	15094	10.00
SHERIFF HAWKINS	PATENAUME	15094	52.92

Sworn to Before Me This

2008  
\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

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

FILED

FEB 19 2008

12:50 PM

William A. Shaw

Prothonotary/Clerk of Courts

CENT W/ NOTICE F

DEPT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK

)

)

Plaintiff

) NO. 07-1469-CD

)

)

)

)

v.

)

)

)

)

)

JAMIE L BLOOM

)

)

Defendant(s)

)

)

**PRAECIPE FOR DEFAULT  
JUDGMENT**

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

) NO. 07-1469-CD

)

)

v.

)

)

JAMIE L BLOOM

)

)

Defendant(s)

)

)

**PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT**

TO: PROTHONOTARY

Please enter a judgment against the defendant, above named, for failure to file an Answer to Plaintiff's complaint.

Amount claimed in Complaint	\$4,513.57
Interest from January 02, 2007	\$1,006.67
Less payments received	\$0.00
Attorney's fees	\$0.00
<b>TOTAL</b>	<b>\$5,520.24</b>

With continuing interest on the principal amount of \$5,520.24, with interest at the legal rate, plus costs of suit.

I hereby certify that a written notice of intention to file this praecipe was mailed to the defendants and defendants' counsel (if known), after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the Notice is attached.

Respectfully submitted:

Patenaude & Felix, A.P.C.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK

)

)

Plaintiff

) NO. 07-1469-CD

)

)

v.

)

)

JAMIE L BLOOM

)

)

Defendant(s)

)

)

**PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF  
NOTICE PURSUANT TO PA.R.C.P. 1037(b)**

COMMONWEALTH OF PENNSYLVANIA

)

) SS.

COUNTY OF CLEARFIELD

)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared GREGG MORRIS, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the defendant(s), JAMIE L BLOOM, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P.237.1, as evidenced by the attached copy.

Respectfully submitted:

Patenauude & Felix, A.P.C.

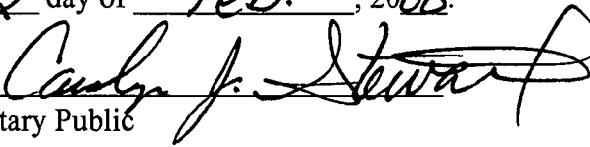
Date: \_\_\_\_\_

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

Sworn to and subscribed before me this

12 day of Feb., 2008.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK )  
Plaintiff ) NO. 07-1469-CD  
v. )  
JAMIE L BLOOM )  
Defendant(s) )

## 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK )  
Plaintiff ) NO. 07-1469-CD  
)  
)  
v. )  
)  
JAMIE L BLOOM )  
Defendant(s) )  
)

To: Jamie L Bloom  
1283 Kendrick Rd  
Houtzdale Pennsylvania 16651-8113

Date of Notice: January 29, 2008

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. Meholic, Court Administrator 230 East Market Street  
Clearfield PA 16830  
814-765-2641

Respectfully submitted:

Patenaude & Felix, A.P.C.

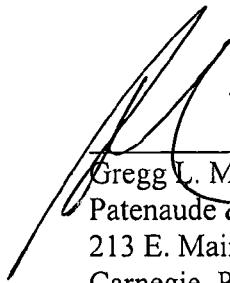
Date: \_\_\_\_\_

\_\_\_\_\_  
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:

Jamie L Bloom  
Defendant  
1283 Kendrick Rd  
Houtzdale PA 16651-8113

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	) NO. 07-1469-CD
	)
	)
v.	)
	)
JAMIE L BLOOM	)
	)
Defendant(s)	)
	)

**NOTICE OF ORDER, DECREE  
OR JUDGMENT**

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 ) NO. 07-1469-CD  
v. )  
JAMIE L BLOOM )  
Defendant(s) )

**NOTICE OF ORDER, DECREE OR JUDGMENT**  
**AGAINST JAMIE L BLOOM ONLY**

TO: ( ) Plaintiff ( x ) Defendant ( ) Garnishee ( ) Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered against you on FEB. 19, 2008.

(X) Judgment in the amount of \$5,520.24, plus costs.  
( ) District Justice Transcript of Judgment in the amount of \$ \_\_\_\_\_, plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Department of Transportation.

Prothonotary  
By \_\_\_\_\_ Deputy

If you have questions concerning the above, please Contact:

Name of Attorney: GREGG MORRIS, Esquire  
213 East Main St  
Carnegie PA 15106  
(412)-429-7675