

07-1526-CD  
Capital One Bank vs Susan B Popp

**FILED**

SEP 17 2007

~11.10 fm  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Cent to Sure

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

SUSAN B POPP

Defendant(s)

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

) NO. 2007-1526-CV

**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	)	NO.
	)	
	)	
v.	)	
	)	
SUSAN B POPP	)	
	)	
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.

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 falla 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 SIGUIENTE 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 POSIBLE 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  
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CLEARFIELD, PA 16830  
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v.	)	
	)	
SUSAN B POPP	)	
	)	
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 PATENAUME AND FELIX, A.P.C., 213 East Main St Carnegie, Pennsylvania 15106.
2. Defendant is SUSAN B POPP, an adult individual, believed to currently reside at 1321 TREASURE LAKE DUBOIS, PA 15801.
3. Heretofore, the Defendant(s) opened a account with Plaintiff being Account No. 5178052451636365, for the purchase of good and services.
4. The Defendant(s) has/have made or authorized a number of purchases and as of January 12, 2007, Defendant(s) owes \$9,295.24 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 \$9,295.24, 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 \$9,295.24, 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 E. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

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### Account Summary

Previous Balance	\$9,053.42
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$206.82
 New Balance	 \$9,295.24
Minimum Amount Due	\$9,295.24
Payment Due Date	January 02, 2006
Total Credit Line	\$15,400
Total Available Credit	\$0.00
Credit Line for Cash	\$7,700
Available Credit for Cash	\$0.00

### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-955-7070**

Send payments 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

### Important Account Information

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

### PLATINUM MASTERCARD ACCOUNT

5178-0524-5163-6365

NOV 03 - DEC 02, 2005

Page 1 of 1

### Payments, Credits and Adjustments

#### Transactions

1	02 DEC	PAST DUE FEE	\$35.00
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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 January 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of February 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$35.00 on 12/02/2005 because your minimum payment was not received by the due date of 12/02/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$108.64	.07532% D	27.49%	\$2.45
CASH	\$0.00	.07532% D	27.49%	\$0.00
SPECIAL TRANSFERS	\$9,044.35	.07532% D	27.49%	\$204.37

ANNUAL PERCENTAGE RATE applied this period

27.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne®**

0000000 0 5178052451636365 02 9295240231009295245

New Balance	\$9,295.24
Minimum Amount Due	\$9,295.24
Payment Due Date	January 02, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0524-5163-6365

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 \_\_\_\_\_

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

00499  
00499

#9033790174747517# MAIL ID NUMBER  
SUSAN B POPP  
645 ALPINE DR  
CANONSBURG PA 15317-1201

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

Exhibit  
1A

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\*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 redeemed 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 any time. 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 InternetService 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 procedures. 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.

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1. **How to Avoid A Finance Charge.**
  - 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 the balance due by the date of the statement with the important notice in 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 "New balance."
  - b. **Additional 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 in full, finance charges continue to accrue to your account until the unpaid balance is paid in full. This means that you may still owe finance charges 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 annual finance charge of \$0.50 will be assessed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will submit 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. **Available 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 add up the periodic rate for each segment of your account to the daily balance for that 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, add 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 your balance was zero), credits for your 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 daily periodic rate and the number of days in the billing period. Due to rounding on the 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 Rate 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 each day, 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 Rate 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. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance for each segment.

3. **Annual Percentage Rate (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 (Bankcard Prime) appears on the front of the 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 covered by your periodic statement ending in the month of January, April, July and October.
  - c. The code D (30-day Money Market), next to 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 covered by your periodic statement ending in the month of January, April, July and October.
  - d. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
4. **Annual Percentage 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 without waiving our right to assess the same or similar fees for each segment of your account.
5. **Waiving 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. To cancel your account, you must notify the Billing and Credit Control 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 card(s) before you process the closing and to waive your account. If you do not cancel your unauthorized 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, past due fees, overline fees, returned payment fees, cash advances, and any other fees and charges 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 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 paying the fee. If no fee is assessed for the account, the fee will not 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 interactions.

### 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 a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must receive your letter within 60 days of the date shown on 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 suspected error, a description of the error and an explanation, if possible, of why you believe there is an error. If you do not know the name or description of the item you are unsure about, you do not have to give 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 within 90 days 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 mailing address. (If you own or operate the merchant, or if we mailed you the advertisement for the property or service, 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

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02R02 Z 0100  
4999  
2-5

01LGLBAK

**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 the enclosed remittance 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 any other 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.

762.6673

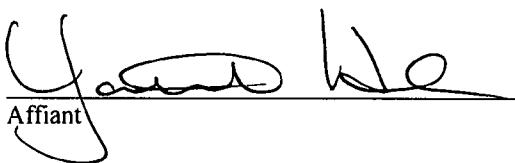
PA

STATE OF GEORGIA

COUNTY OF GWINNETT

Personally appeared before me YATIKA HUNT, 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, POPP, SUSAN B is/are justly indebted to CAPITAL ONE BANK in the sum of \$12074.49 Dollars as of 01/04/2007 with 27.49% 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.

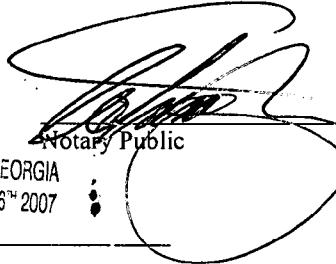
Given under my hand this 16th day of January, 2007.

  
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 16th day of January, 2007.

  
CORTNEY T. CHERRY  
NOTARY PUBLIC GWINNETT COUNTY GEORGIA  
MY COMMISSION EXPIRES OCTOBER 16<sup>th</sup> 2007

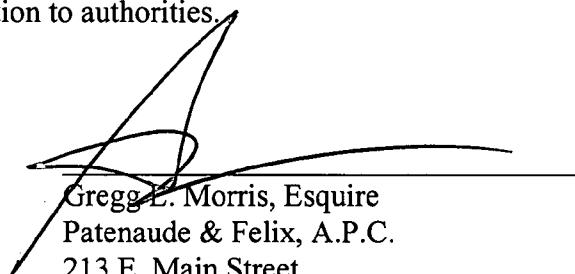
My commission expires on \_\_\_\_\_

A144  
PATENAUME & FELIX, A.P.C  
5178052451636365

**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

**PATENAUDE & FELIX, A.P.C.**

A PROFESSIONAL LAW CORPORATION

INDICATED

 PLEASE REPLY TO OFFICE

[ ] 4545 MURPHY CANYON RD., 3RD FL  
 SAN DIEGO, CALIFORNIA 92123  
 TEL (858) 244-7600 (800) 832-7675  
 FAX (858) 836-0318

[X] 213 EAST MAIN STREET  
 CARNEGIE, PENNSYLVANIA 15106  
 TEL (412) 429-7675 (866) 772-7675  
 FAX (412) 429-7679

[ ] 1771 EAST FLAMINGO RD., STE. 112A  
 LAS VEGAS, NEVADA 89119  
 TEL (702) 952-2032 (800) 867-3092  
 FAX (702) 992-6286

July 26, 2007

PROTHONOTARY  
 230 EAST MARKET STREET  
 CLEARFIELD PA 16830

Re.: CAPITAL ONE BANK v. SUSAN B POPP  
 Our File No.: 762.6673

To Whom it May Concern:

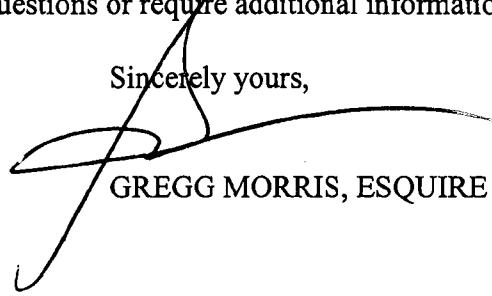
Enclosed you will find a Complaint in Civil Action for filing along with a check in the amount of \$85.00 which represents the filing fee. Please file the original and kindly return time stamped copies of the extra cover sheet(s) to my office in the enclosed envelope. Your cooperation in doing so is greatly appreciated.

*NO ENVELOPES?*

Upon filing, please forward the Complaint to the Sheriff along with the Sheriff's Instructions and check in the amount of \$ \_\_\_\_\_ for service upon the above named Defendant(s).

Please contact me if you have any questions or require additional information.

Sincerely yours,

  
 GREGG MORRIS, ESQUIRE

Enclosure

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR**

SEP 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK )  
Plaintiff ) NO. 2007-1526-cv  
v. )  
SUSAN B POPP )  
Defendant(s) )

**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

Date: 9/17/2007  
Time: 01:34 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1920697  
Page 1 of 1

Received of: Patenaude & Felix \$ 85.00

Eighty-Five and 00/100 Dollars

Case:	Plaintiff:	Amount
2007-01526-CD	Capital One Bank vs. Susan Pop	
Civil Complaint		85.00
Total:		85.00

Check: 15385

Payment Method: Check William A. Shaw, Prothonotary/Clerk of cou  
Amount Tendered: 85.00  
Change Returned: 0.00  
Clerk: BILLSHAW By: \_\_\_\_\_  
Deputy Clerk

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

Service # 1 of 1 Services

Sheriff Docket # **103206**

CAPITAL ONE BANK

Case # 07-1526-CD

VS.

SUSAN B. POPP

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW January 30, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO SUSAN B. POPP, DEFENDANT. 1321 TREASURE LAKE, DUBOIS IS A CAMPING AREA.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	15444	10.00
SHERIFF HAWKINS	PATENAUME	15444	32.84

**FILED**  
01/30/2008  
JAN 30 2008  
Clerk of Courts

William A. Snavely  
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

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

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

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

SEP 17 2007

Attest.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK

)

Plaintiff

) NO. 2007-1526-CB

v.

)

SUSAN B POPP

)

Defendant(s)

)

)

**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

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

*GREGG L. MORRIS, ESQUIRE*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

SUSAN B POPP

Defendant(s)

) NO.

)

)

)

)

)

)

**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 SIGUIENTE 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 POSIBLE 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	)	
	)	
	)	NO.
Plaintiff	)	
	)	
	)	
v.	)	
	)	
	)	
SUSAN B POPP	)	
	)	
	)	
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 PATENAUME AND FELIX, A.P.C., 213 East Main St Carnegie, Pennsylvania 15106.
2. Defendant is SUSAN B POPP, an adult individual, believed to currently reside at 1321 TREASURE LAKE DUBOIS, PA 15801.
3. Heretofore, the Defendant(s) opened a account with Plaintiff being Account No. 5178052451636365, for the purchase of good and services.
4. The Defendant(s) has/have made or authorized a number of purchases and as of January 12, 2007, Defendant(s) owes \$9,295.24 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 \$9,295.24, 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 an 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 \$9,295.24, 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

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**CapitalOne**

PLATINUM MASTERCARD ACCOUNT

NOV 03 - DEC 02, 2005

Page 1 of 1

#### Account Summary

Previous Balance	\$9,053.42
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$206.82
 New Balance	 \$9,295.24
Minimum Amount Due	\$9,295.24
Payment Due Date	January 02, 2006
 Total Credit Line	 \$15,400
Total Available Credit	\$0.00
Credit Line for Cash	\$7,700
Available Credit for Cash	\$0.00

#### At your service

To call Customer Relations or to report a lost or stolen card:  
**1-800-955-7070**

Send payments 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

#### Important Account Information

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

#### Payments, Credits and Adjustments

##### Transactions

1	02 DEC	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 January 31, 2006, to reserve your copy for this account. Orders will be mailed out by the end of February 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit [www.capitalone.com/creditcards](http://www.capitalone.com/creditcards) and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$35.00 on 12/02/2005 because your minimum payment was not received by the due date of 12/02/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

#### Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$108.64	.07532% D	27.49%	\$2.45
CASH	\$0.00	.07532% D	27.49%	\$0.00
SPECIAL TRANSFERS	\$9,044.35	.07532% D	27.49%	\$204.37

ANNUAL PERCENTAGE RATE applied this period

27.49%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

**CapitalOne**

0000000 0 5178052451636365 02 9295240231009295245

New Balance	\$9,295.24
Minimum Amount Due	\$9,295.24
Payment Due Date	January 02, 2006
Total enclosed	\$ <input type="text"/>
Account Number:	5178-0524-5163-6365

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		

#9033790174747517# MAIL ID NUMBER  
SUSAN B POPP  
645 ALPINE DR  
CANONSBURG PA 15317-1201

00999  
00999

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

Exhibit  
"Acc"

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## UNLIMITED INTERNET ACCESS

1-888-587-9669

SIGN UP  
TODAY!

Mention Offer Code: DOLLAR

Visit [www.peoplepc.com/go/dollar](http://www.peoplepc.com/go/dollar)

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\*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 redeemed 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 Internetservice 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 procedures. 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.

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**1. How To Avoid A Finance Charge.**

**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 do not pay the total amount due in full, then a finance charge will be incurred. 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 balance".

**b. Avoiding 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 "Now Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until you unpaid balance is paid in full. This means that you may incur finance charges, even if you pay the entire Now 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 finance charge of \$0.50 will be assessed. 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 cycle, we apply the daily periodic rate to 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 your account. To get the daily balance for each segment, we take the total daily pending balance for each segment and add in 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 Now Balance in full, you will not be assessed in full for the new balance when there is a credit amount. New transactions which post to your purchase or special purchase segments are not added to the daily balance. 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 daily periodic rate(s) for each day 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 each day, add any new transactions to each segment, and subtract any payments or credits posted as of that day. In 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. Then, we add up all the daily balances for each segment for 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 Rate (APR).**

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 (Bankcard Prime) appears on the front of this 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 covered by your periodic statement ending in the month (January, April, July and October).**

**c. If the code D (Prime), L-1-mo. LIBOR, or 10-mo. LIBOR (Revised 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.**

**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 assess any fees without prior notification to you, or without waiving our 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. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "Now Balance" in full (including 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 any other identification that may be used for automatic billing, and cease using your account. If you do not cancel automatic 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, past due fees, overlimit fees, returned payment fees, cash advance fees, and any other fees associated 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, and the transaction 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 transactions.

### 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 a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries on the front of this statement. We must hear from you no later than 80 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 suspected error, a description of where you think the error occurred. If 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 billing address. (If you own or operate a business, or if you believe you the advertisement 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

02802 Z 0100  
499  
225

01LGLBAK

**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 the enclosed remittance 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 any other 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.

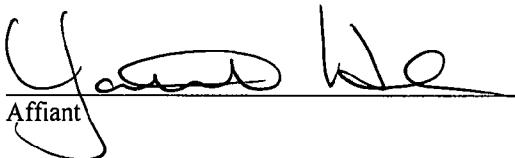
762.6673  
PA

STATE OF GEORGIA

COUNTY OF GWINNETT

Personally appeared before me YATIKA HUNT, 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, POPP, SUSAN B is/are justly indebted to CAPITAL ONE BANK in the sum of \$12074.49 Dollars as of 01/04/2007 with 27.49% 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 16th day of January, 2007.

  
Affiant

Cortney 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 16th day of January, 2007.

CORTNEY T. CHERRY  
NOTARY PUBLIC GWINNETT COUNTY GEORGIA  
MY COMMISSION EXPIRES OCTOBER 16<sup>TH</sup> 2007

Notary Public

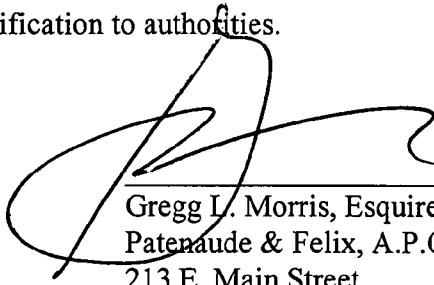
My commission expires on \_\_\_\_\_

A144  
PATENAUME & FELIX, A.P.C  
5178052451636365

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

FILED No cc, 1 cert  
m/10:40am of disc issued  
MAR 20 2008 to Atty Morris

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

SUSAN B POPP

Defendant(s)

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)  
) NO. 07-1526-CD  
)  
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)  
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)

**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.

SUSAN B POPP

Defendant(s)

) NO.

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PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: Prothonotary

Please discontinue the matter captioned above without prejudice. Thank you.

Respectfully submitted:

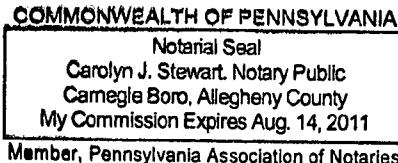
*Patenaude & Felix, A.P.C.*

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

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

Sworn to and subscribed before me this  
13 day of Mar., 2008.

*Carolyn J. Stewart*  
Notary Public



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

*COPY*

**Capital One Bank**

Vs. **No. 2007-01526-CD**  
**Susan B. Popp**

**CERTIFICATE OF DISCONTINUATION**

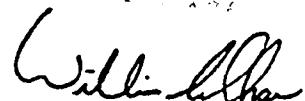
Commonwealth of PA.  
County of Clearfield

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 March 20, 2008, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Patenaude & Felix.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of March A.D. 2008.



*LM*

William A. Shaw, Prothonotary