

08-781-CD
Capital One vs Elizabeth A. Huff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK)
Plaintiff) NO. 08-781-CD
v.)
ELIZABETH A HUFF)
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

FILED *Atty pd.
3/2/2008 \$95.00
APR 28 2008
(W) ICC Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

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.

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

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CAPITAL ONE BANK)
Plaintiff) NO.
v.)
ELIZABETH A HUFF)
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 ELIZABETH A HUFF, an adult individual, believed to currently reside at 34 DESALVE RD PENFIELD, PA 15849.
3. Heretofore, the Defendant(s) opened a account with Plaintiff being Account No. 5291492189464775, for the purchase of good and services.
4. The Defendant(s) has/have made or authorized a number of purchases and as of February 05, 2007, Defendant(s) owes \$5,543.73 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 \$5,543.73, 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 \$5,543.73, 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

AUG 24 - SEP 23, 2005

Page 1 of 1

Account Summary

Previous Balance	\$5,467.26
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$41.47
New Balance	\$5,541.73
Minimum Amount Due	\$5,541.73
Payment Due Date	October 22, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
Available Credit for Cash	\$0.00

PLATINUM MASTERCARD ACCOUNT

AUG 24 - SEP 23, 2005

Page 1 of 1

Payments, Credits and Adjustments

Transactions

1	23 SEP	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 09/23/2005 because your minimum payment was not received by the due date of 09/23/2005. 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:
1-800-955-7070

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
 St. Louis, MO 63130-0285

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!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$3,359.36	.02438%	8.90%	\$25.39
CASH	\$2,127.93	.02438%	8.90%	\$16.08

ANNUAL PERCENTAGE RATE applied this period

8.90%

5782

Exb "A"

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291492189464775 23 5543730020005543736

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

000782

#9026712397988511# MAIL ID NUMBER
 ELIZABETH A HUFF
 54 DILULLO RD
 PENFIELD PA 15849-6728

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

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1-877-778-1207

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Or visit www.peoplepc.com/go/onyx

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*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a 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.

For questions, call toll free at 1-877-778-1207.

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 purchases. If you do not pay the amount due by the grace period, you will be subject to a finance charge 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 "New balance" due.

- b. **Unpaid 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 in 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. You will be subject to a finance charge if all this means that you may still have 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 begins on or after January 1, 2006, a minimum FINANCIAL 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 in the purchase segment of your account.
- d. **Temporary Reduction in Finance Charge.** We reserve the right to not assess any new finance charges for any given billing period.

- e. **Average Daily Balance (Including New Purchases).**

- f. **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 will add up the daily balance in each segment and then add up the daily balance of each segment to get the total daily balance. 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. We get the daily balance for each segment by multiplying the average daily 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 your New Balance shows any new purchases, transfers, or cash advances, we will add up the daily balance in each segment to get the total daily balance 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. 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 billing period. 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.**
- g. **If the code 2 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. We then add up the daily balance of each segment to get the "Balance Rate Applied To." We then 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.

- h. **Annual Percentage Rate (APR).** The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

- i. **If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankrate Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates will be converted to APRs. 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 or October.

- j. **If the code P (Prime), L (3-mo. LIBOR), C (Certificate of Deposit), or S (Bankrate Prime) 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 covered in the month January, April, July or October.**

- k. **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 without waiving our right to assess the same or similar fees in the future.

- l. **If You Renew 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 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 normally, paying the membership fee to us. To cancel your account, please contact 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.

- m. **If You Close Your Account.** You can request to close your account by calling our Customer Relations

Department. If you cancel your account, cancel all pre-authorized billing, and cease using your account. If you do not cancel pre-authorized 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 may be indebted, any amounts you may have outstanding, including any past due fees, overlimit fees, returned payment 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 requesting of

your account if it has already been closed. For example, if you authorized a purchase from a merchant after your account has been closed, your account will be reopened, and the amount of the charge will be added to your account, and you will be responsible for paying the 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.

- n. **Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

8. Notice About Electronic Check Conversion. When you provide a check as payment, we 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 on the same day we receive your payment, and you will not receive your check back from your financial institution.

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 about your bill, call us or write us a separate letter as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name, your account number, the date of the suspected error, a description of the error, and an explanation, if possible, of 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. When we investigate your question, we cannot require you to discontinue 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 to get the merchant to correct the problem, and the merchant has not given you credit for 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 we own or operate the merchant, or if we mailed 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

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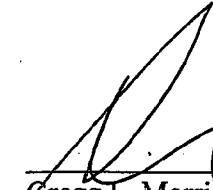
238022 21000
5702

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 envelope remittance advice and (2) you pay it in full by the due date. Payments received by us at any other time or in any other form may not be credited as of the time you 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(s). 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.

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. 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: _____



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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

104101

CAPITAL ONE BANK

Case # 08-781-CD

vs.

ELIZABETH A. HUFF

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW August 13, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO ELIZABETH A. HUFF, DEFENDANT. MOVED TO: RT 62, IRVIN, PA. 16329.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	19731	10.00
SHERIFF HAWKINS	PATENAUME	19731	30.16

FILED
03:20pm
AUG 13 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

Day of 2008

*Chester A. Hawkins
by Mailey Hause*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CAPITAL ONE BANK

Plaintiff

v.

ELIZABETH A HUFF

Defendant(s)

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NO. 08-781-CD

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

APR 28 2008

Attest.

William L. Morris
Prothonotary/
Clerk of Courts

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

Gregg L. Morris, Esquire
GREGG L. MORRIS, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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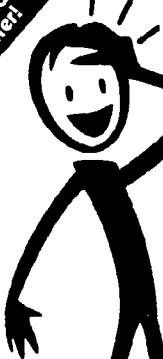
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Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: _____

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(412) 429-7675

Special
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Cardholders
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a month;

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CapitalOne®
Account Summary

Previous Balance	\$5,467.26
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$41.47
New Balance	\$5,543.73
Minimum Amount Due	\$5,543.73
Payment Due Date	October 22, 2005
Total Credit Line	\$5,000
Total Available Credit	\$0.00
Credit Line for Cash	\$2,500
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
 St. Louis, MO 63130-0285

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!

PLATINUM MASTERCARD ACCOUNT

5291-4921-8946-4775

AUG 24 - SEP 23, 2005

Page 1 of 1

Payments, Credits and Adjustments
Transactions

1	23 SEP	PAST DUE FEE	\$35.00
---	--------	--------------	---------

You were assessed a past due fee of \$35.00 on 09/23/2005 because your minimum payment was not received by the due date of 09/23/2005. 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	\$3,359.36	.02438%	8.90%	\$25.39
CASH	\$2,127.93	.02438%	8.90%	\$16.08

ANNUAL PERCENTAGE RATE applied this period

8.90%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼

CapitalOne®

0000000 0 5291492189464775 23 5543730020005543736

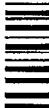
 New Balance
 \$5,543.73
 Minimum Amount Due
 \$5,543.73
 Payment Due Date
 October 22, 2005
 Total enclosed
 \$
 Account Number:
 5291-4921-8946-4775

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

005782


 #9026712397988511# MAIL ID NUMBER
 ELIZABETH A HUFF
 54 DILULLO RD
 PENFIELD NY 15849-6728

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

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Mention Offer Code: ONYX
Or visit www.peoplepc.com/go/onyx

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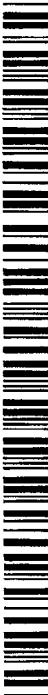
*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per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

For questions, call toll free at 1-877-778-1207.

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 21 days within which to change no new amounts, new balance transfers, new purchases and new other charges if you pay the 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 "New Balance" below."
 - b. **Avguing 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 have a balance in your account at the previous bill date, a full finance charge will be applied 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 within the grace applicable to your Account.
 - c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum TOTAL FINANCIAL CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rates is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be held in the purchase segment of your account.
2. **Termination of the Right to Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.
3. **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 purchases, special transfers, new purchases and new purchases) by the corresponding daily periodic rate 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 and 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 credit periods and add any new purchases 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 pertain to your purchase or special purchases segments are not added to the daily balances. We then add up all the daily balances, add the total 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 by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between that calculation and the amount of finance charge actually assessed.
 - b. If the code N 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 and add any new transactions, new purchases and new other charges, 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 of 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 (Banker's Prime) appears on the front of this statement next to the periodic rates, 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 rate statement ending the monthly interval, August, September or October.
 - c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Replaced Monthly) appears on the front of your statement next to the periodic rates, 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 consumer 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 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 pay the fee in full to keep such the credit in your account. If you do not pay the amount due, you must pay to 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 "New Balance" in full (excluding the membership fee paid for the end of the thirty-day period). If you do not pay the amount due, you must pay to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider reapplying for charges and automatically reauthorize your account. Additionally, your account will 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 assessed to your account. You are responsible for these amounts whether they are in your account or not. If you fail to respond to us when the account or they are incurred, we may decline to process 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 reapplying of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive a transaction from the merchant after your account has been closed, you will be liable for 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 transactions.

8. **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 your payment as a direct 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.

DILLING 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 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 or write to us and present 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; or if you need more information, a description of the item or service in question. You do not have to pay any amount in question while you are disputing 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 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

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O1LGBAK

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.

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12/02

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. 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: _____

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

FILED *No cc 1 cert*
m 12:05 pm of disc issued
JAN 07 2010 *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.

ELIZABETH A HUFF

Defendant(s)

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)
)
)
)

NO. 08-781-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) NO. 08-781-CD
v.)
ELIZABETH A HUFF)
Defendant(s))

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: Prothonotary

Please discontinue the matter captioned above without prejudice upon payment of costs only. Thank you.

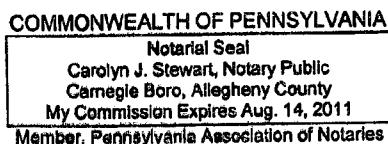
Respectfully submitted:
Paternaude & Felix, A.P.C.

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

Date: December 30, 2009

Sworn to and subscribed before me this
31 day of Dec., 2009.

Carolyn J. Stewart
Notary Public



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CC
JL

Capital One Bank (U.S.A.), N.A.

Vs.
Elizabeth A. Huff

No. 2008-00781-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 7, 2010, marked:

Discontinued without prejudice

Record costs in the sum of \$95.00 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 7th day of January A.D. 2010.



William A. Shaw, Prothonotary