

08-1540-CD
Capital One vs Vicky L. Reams

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

CAPITAL ONE BANK (USA), N.A.

(Plaintiff)

c/o Apotheker & Associates, P.C.

2417 Welsh Road, Suite 21 #520

(Street Address)

Philadelphia, PA 19114

(City, State, ZIP)

CIVIL ACTION

No. 2028-1540-CD

Type of Case: CIVIL

Type of Pleading: PLEADING

VS.

Filed on Behalf of:

VICKY L REAMS

(Defendant)

1608 MIRIAM ST

(Street Address)

HOOTZDALE, PA 16651-8537

(City, State, ZIP)

CAPITAL ONE BANK (USA),

N.A.

(Plaintiff)

David J. Apotheker, Esq.

Apotheker & Associates, P.C.

(Filed by)

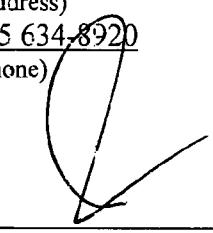
2417 Welsh Road, Suite 21 #520

Philadelphia, PA 19114

(Address)

215 634-8920

(Phone)


(Signature)

FILED

1:53 P.M. GK

AUG 18 2008

1CC ATTY

1 COMPL. STAFF

William A. Shaw
Prothonotary/Clerk of Courts ATTY PAID 95.00

Our File No.: 177016
APOTHAKER & ASSOCIATES, P.C.
BY: David J. Apothaker, Esquire, Esq.
Attorney I.D.#38423
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114
(215) 634-8920
Attorneys for Plaintiff

CAPITAL ONE BANK (USA), N.A.
c/o Apothaker & Associates, P.C.
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114

Plaintiff,

vs.

VICKY L REAMS
1608 MIRIAM ST
HOUTZDALE, PA 16651-8537

Defendant.

) COURT OF COMMON PLEAS
) CLEARFIELD COUNTY
)
) NO.:
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NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
814-765-2641

APOTHAKER & ASSOCIATES, P.C.
BY: David J. Apothaker, Esquire, Esq.
Attorney I.D.# 38423
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114
(215) 634-8920
Attorneys for Plaintiff

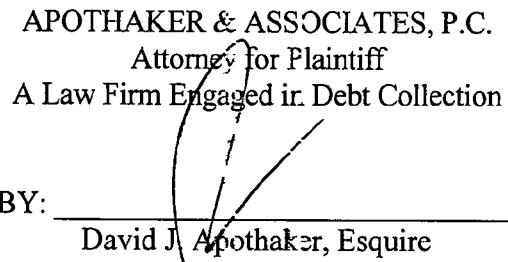
CAPITAL ONE BANK (USA), N.A.) COURT OF COMMON PLEAS
c/o Apothaker & Associates, P.C.) CLEARFIELD COUNTY
2417 Welsh Road, Suite 21 #520)
Philadelphia, PA 19114) NO.:
Plaintiff,)
vs.)
VICKY L REAMS)
1608 MIRIAM ST)
HOUTZDALE, PA 16651-8537)
Defendant.)

)

**CIVIL ACTION COMPLAINT
FIRST COUNT**

1. Plaintiff is CAPITAL ONE BANK (USA), N.A. c/o Apothaker & Associates, P.C., 2417 Welsh Road, Suite 21 #520, Philadelphia, PA 19114.
2. Defendant(s) is/are VICKY L REAMS, an adult individual residing at 1608 MIRIAM ST HOUTZDALE, PA 16651-8537.
3. At the special instance and request of Defendant, Plaintiff, CAPITAL ONE BANK (USA), N.A., issued to Defendant(s), Account #4862362344011278.
4. Defendant received, accepted and used the account to its benefit.
5. This account is in default and Defendant(s) has an unpaid balance of \$11,386.23. A true and correct copy of the total due and owing is attached hereto, made a part hereof and marked as Exhibit "A".
6. All credits, if any, to which Defendant(s) is entitled, have been applied to the account and are included in Exhibit "A".
7. Although demand has been made, Defendant(s) has failed to make payment of the amount due as above.

WHEREFORE, Plaintiff demands judgment in favor of Plaintiff and against Defendant(s) for the sum of \$11,386.23 and requests this Court award Plaintiff attorney's fees and costs to the extent permitted by applicable law.

APOTHAKER & ASSOCIATES, P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection
BY: 
David J. Apothaker, Esquire

Dated: 8/8/2008

Our File No.: 177016

VERIFICATION

Andy Fahy, hereby states that I am Agent for plaintiff in this action, and that I am authorized to take this Verification, and that the statements made in the foregoing Civil Action Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Andy Fahy

DATE:

CAPITAL ONE BANK (USA), N.A.

VICKY L REAMS
1608 MIRIAM ST
HOUTZDALE, PA 16651-8537

STATEMENT OF ACCOUNT

Debtor's Name: VICKY L REAMS

Account Number: 4862362344011278

Balance Due: \$11,586.23

Our File No.: 177016

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1540-CD

CAPITAL ONE BANK (USA) N.A.

vs

VICKY L. REAMS

SERVICE # 1 OF 1

FILED

01/25/08
AUG 25 2008

COMPLAINT

SERVE BY: 09/17/2008

HEARING:

PAGE: 104551

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: VICKY L. REAMS

ADDRESS: 1608 MIRIAM ST.
HOOTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 8-20-08 AT 1:45 AM/PM SERVED THE WITHIN

COMPLAINT ON VICKY L. REAMS, DEFENDANT

BY HANDING TO Vicky L. Reams Def

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

ADDRESS SERVED 1608 Miriam St.
Houtzdale, Pa. 16651

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR VICKY L. REAMS

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO VICKY L. REAMS

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104551
NO: 08-1540-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK (USA) N.A.

vs.

DEFENDANT: VICKY L. REAMS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APOTHAKER	101822	10.00
SHERIFF HAWKINS	APOTHAKER	101822	39.06

*S
FILED
9/3/2008
1:10-700
WAS*
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

Our File No.: 177016
APOTHAKER & ASSOCIATES, P.C.
BY: David J. Apotheker, Esquire, Esq.
Attorney I.D.#38423
520 Fellowship Road C306
Mount Laurel, NJ 08054
(800) 672-0215
Attorneys for Plaintiff

CAPITAL ONE BANK (USA), N.A.
c/o Apotheker & Associates, P.C.
520 Fellowship Road C306
Mount Laurel, NJ 08054

Plaintiff,

vs.

VICKY L REAMS
1608 MIRIAM ST
HOOTZDALE, PA 15651-8537
Defendant.

) COURT OF COMMON PLEAS
) CLEARFIELD COUNTY
)
) NO.: 2008-1540-CD
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FILED

MAR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
814-765-2641

Our File No.: 177016
APOTHAKER & ASSOCIATES, P.C.
BY: David J. Apothaker, Esquire, Esq.
Attorney I.D.#38423
520 Fellowship Road C306
Mount Laurel, NJ 08054
(800) 672-0215
Attorneys for Plaintiff

CAPITAL ONE BANK (USA), N.A.) COURT OF COMMON PLEAS
c/o Apothaker & Associates, P.C.) CLEARFIELD COUNTY
520 Fellowship Road C306)
Mount Laurel, NJ 08054) NO.: 2008-1540-CD
Plaintiff,)
vs.)
VICKY L REAMS)
1608 MIRIAM ST)
HOUTZDALE, PA 16651-8537)
Defendant.)
)

AMENDED COMPLAINT

(As to Amount Due)
FIRST COUNT

1. Plaintiff is CAPITAL ONE BANK (USA), N.A. c/o Apothaker & Associates, P.C., 520 Fellowship Road C306, Mount Laurel, NJ 08054.

2. Defendant(s) is/are VICKY L REAMS, an adult individual residing at 1608 MIRIAM ST HOUTZDALE, PA 16651-8537.

3. At the special instance and request of Defendant, Plaintiff, CAPITAL ONE BANK (USA), N.A., issued to Defendant(s), Account #4862362344011278.

4. Defendant received, accepted and used the account to its benefit.

5. This account is in default and Defendant(s) has an unpaid balance of \$11,386.23. A true and correct copy of the total due and owing is attached hereto, made a part hereof and marked as Exhibit "A".

6. All credits, if any, to which Defendant(s) is entitled, have been applied to the account and are included in Exhibit "A".

7. Although demand has been made, Defendant(s) has failed to make payment of the amount due as above.

WHEREFORE, Plaintiff demands judgment in favor of Plaintiff and against Defendant(s) for the sum of \$11,386.23 and requests this Court award Plaintiff attorney's fees and costs to the extent permitted by applicable law.

APOTHAKER & ASSOCIATES, P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection

EY:

David J. Apothaker, Esquire

Dated: March 24, 2009

VERIFICATION

Shelly Fabij, hereby states that I am Agent for plaintiff in this action, and that I am authorized to take this Verification, and that the statements made in the foregoing Civil Action Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Shelly Fabij

DATE:

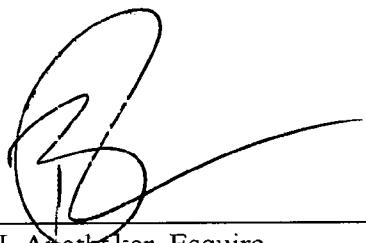
Our File No.: 177016
APOTHAKER & ASSOCIATES, P.C.
BY: David J. Apothaker
Attorney I.D.# 38423
520 Fellowship Road C306
Mount Laurel, NJ 08054
(800) 672-0215
Attorney for Plaintiff

CAPITAL ONE BANK (USA), N.A.) COURT OF COMMON PLEAS
vs.) CLEARFIELD COUNTY
VICKY L REAMS)
Defendant) NO.: 2008-1540-CD

CERTIFICATION OF SERVICE

I, David J. Apothaker, Esquire, Esquire, attorney for Plaintiff, certify that on March 24, 2009, I mailed a copy of the Amended Complaint by Regular mail to

VICKY L REAMS
1608 MIRIAM ST
HOUTZDALE, PA 16651-8537



David J. Apothaker, Esquire
Attorney for Plaintiff

Date: March 24, 2009



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a month;
\$9.95/mo. thereafter

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Or visit www.peoplepc.com/go/opal

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- Pop-Up Blocker™
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- Smart Dialer
- More Email Addresses
- Internet Call Waiting

UNLIMITED INTERNET ACCESS



PLATINUM VISA ACCOUNT
4862-3623-401-1278

MAY 24 - JUN 23, 2005
Page 1 of 1

Account Summary

Previous Balance	\$3,327.24
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$76.40
New Balance	\$3,438.64
Minimum Amount Due	\$3,438.64
Payment Due Date	July 23, 2005
Total Credit Line	\$3,000
Total Available Credit	\$0.00
Credit Line for Cash	\$990
Available Credit for Cash	\$0.00

Payments, Credits and Adjustments

Transactions

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

You were assessed a past due fee of \$35.00 on 06/23/2005 because your minimum payment was not received by the due date of 06/23/2005. 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:
1-800-903-3637

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Bank	P.O. Box 85015
P.O. Box 790216	Richmond, VA 23285-5015
St. Louis, MO 63179-0216	

6092

Finance Charges

Please see reverse side for important information

Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE	
PURCHASES: CASH	\$3,364.06 \$0.00	.07326% P .07326% P	25.74% 25.74%	\$76.40 \$0.00

ANNUAL PERCENTAGE RATE applied this period

25.74%

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 0 4862362344011278 23 3438640082003438645

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

Street	Apt. #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

New Balance	\$3,438.64
Minimum Amount Due	\$3,438.64
Payment Due Date	July 23, 2005
Total enclosed	\$ <input type="text"/>
Account Number:	4862-3623-4401-1278



#9017574993632732# MAIL ID NUMBER

VICKY L REAMS
1608 MIRIAM ST
HOOTDALE PA 16651-8537

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

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

peoplepc[®] online

VICKY L REAMS
1508 MIRIAM ST
HOUTZDALE PA 16651-6537

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Or visit www.peoplepc.com/go/opal

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†With PeoplePC Online Accelerated, certain Web pages and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. Service not available in all areas. Access fees, taxes and other fees and restrictions may apply. Phone technical support available for \$1.95 per minute. For questions, call toll-free at 1-888-877-7799. ©2006 PeoplePC Inc. PeoplePC Online and the PeoplePC Logo are registered trademarks of PeoplePC, Inc. Trademarks are properties of their respective owners. All Rights Reserved.

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1. How To Avoid A Finance Charge.

a. **Grace Period.** You will have a minimum grace period of 20 days without finance charge on new purchases, new purchases on your account, and on new purchases on other charges if you pay your total "New Balance" in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance" in time.

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 "New Balance" from the previous billing period, the finance charge continues to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

c. **Minimum Finance Charge.** For each billing period, we will add a finance charge to finance charges a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

d. **Waiver of 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 transfers, and other purchases) by the corresponding daily periodic rate(s). At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results of these daily calculations to arrive at your periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the daily balance for that segment of your account. However, if you paid off the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding the daily balance for each segment during the same 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 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 on day one of the new transaction period, add any new 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 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 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 (Bankcard Prime) appears on the front of this statement next to the periodic rate, the periodic rate 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 the change and/or the following month.

c. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rate 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.

d. **Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed if more than two of the fees listed here that occur during any billing period, under the terms of this agreement, are assessed. You have 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.

e. **Reopening Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date that statement was mailed to you to avoid paying a fee for use of the credit to re-open 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 you "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

f. **If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, you account will be closed if you pay all amounts we 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 appear on your account at the time you request to close the account or at a later date.

g. **Waiver of Right to Close Account.** We may not be able to 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, and we received a check from that merchant that your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above. 7. **Waiver of Right to Close 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 provide 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.

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 hear from you no later than 60 days after we sent you the bill or we will not be responsible for the error. You may call our Customer Relations number, as long as we 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; and your name and address. 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 a property or service 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 service. 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 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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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.

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

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

VICKY L. REAMS,

Defendant

Docket No.: 2008 - 1540-CD

Type of Case: **CIVIL ACTION**

Medical/ Professional
Liability Action (check
if applicable)

TYPE OF PLEADING

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on behalf of

Defendant

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084
BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (FAX)
jnbryant1@verizon.net

FILED NO CC
APR 23 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

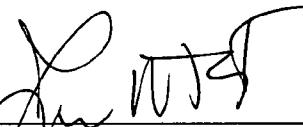
CAPITAL ONE BANK (USA), N.A. : Docket No.: 2008 - 1540-CD
Plaintiff :
: Type of Case: CIVIL ACTION
vs. :
: VICKY L. REAMS, :
Defendant :
:

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on behalf of the Defendant, VICKY L. REAMS to the above captioned matter. All papers may be served upon the Plaintiff/Defendant at my law offices located at 107 East Main Street, P.O. Box 551, Millheim, PA 16854.

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq.

PA ID No. 14084

Attorney for Defendant

107 East Main Street, P.O. Box 551

Millheim, PA 16854

(814) 349-5666

(814) 349-2212 (fax)

Jnbryant1@verizon.net

DATED: April 22, 2009

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

CAPITAL ONE BANK (USA), N.A. : Docket No.: **2008 - 1540-CD**
Plaintiff :
: Type of Case: **CIVIL ACTION**
vs. :
: VICKY L. REAMS, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **Praecipe for Entry of Appearance** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

David J. Apothaker, Esq.
Apothaker & Associates, P.C.
520 Fellowship Road
C306
Mount Laurel, NJ 08054

By: 

James N. Bryant, Esq.
Attorney for Defendant

DATED: April 22, 2009

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

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

Docket No.: **2008 - 1540-CD**

vs.

VICKY L. REAMS,
Defendant

Type of Case: **CIVIL ACTION**

Medical/ Professional
Liability Action (check
if applicable)

TYPE OF PLEADING

ANSWER WITH NEW MATTER

Filed on behalf of

Defendant

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084
BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (FAX)
jnbryant1@verizon.net

Legal Documents April 2009
cd:Reams Vicky L
Answer With New Matter

FILED NO CC
MTO:2832
APR 23 2009
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK (USA), N.A. : Docket No.: 2008 - 1540-CD
Plaintiff :
: Type of Case: CIVIL ACTION
vs. :
VICKY L. REAMS :
Defendant :
:

NOTICE

TO: CAPITAL ONE BANK (USA), N.A., Plaintiff
c/o David J. Apothaker, Esq.
Apothaker & Associates, P.C.
520 Fellowship Road
C306
Mount Laurel, NJ 08054

IN ACCORDANCE WITH RULES 1026 AND 1361 OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE, YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE ENCLOSED **Defendant's Answer With New Matter to Plaintiff's Complaint** WITHIN TWENTY (20) DAYS FROM SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

BRYANT & CANTORNA, P.C.

By: _____


James N. Bryant, Esq.
PA ID No. 14084
Attorney for Defendant
107 East Main Street, P.O. Box 551
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (fax)
Jnbryant1@verizon.net

DATED: April 22, 2009

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

CAPITAL ONE BANK (USA), N.A. : Docket No.: **2008 - 1540-CD**
Plaintiff :
: Type of Case: **CIVIL ACTION**
vs. :
: VICKY L. REAMS, :
Defendant :
:

ANSWER WITH NEW MATTER

AND NOW, comes the Defendant, VICKY L. REAMS, by and through her attorney, James N. Bryant, Esq., of Bryant & Cantorna, P.C., and files this Answer, and avers as follows:

ANSWER

FIRST COUNT

1. Admitted.
2. Admitted.
3. Denied as stated. On the contrary, Defendant does not believe she got this account number.
4. Denied as stated. On the contrary, the Defendant has not used a credit card for more than five (5) years.
5. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial. By way of further answer and defense it is averred Exhibit "A" indicates that only \$3,438.64 is due and owing.
6. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial. By way of further answer and defense it is averred Exhibit "A" indicates that only \$3,438.64 is due and owing.

7. Admitted.

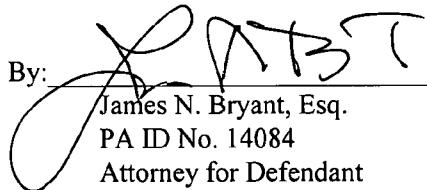
WHEREFORE, Defendant requests the complaint be dismissed.

NEW MATTER

8. The Complaint is barred by the Statute of Limitations.

Respectfully submitted,

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq.
PA ID No. 14084
Attorney for Defendant
107 East Main Street
P. O. Box 551
Millheim, PA 16854
814-349-5666
814-349-2212 (fax)
Jnbryant1@verizon.net

VERIFICATION

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.



A handwritten signature in black ink, appearing to read "Vicki L. Beams", is written over a horizontal line. The signature is fluid and cursive, with a distinct "V" at the beginning.

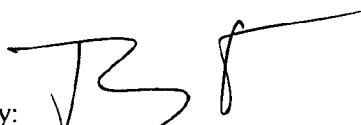
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CAPITAL ONE BANK (USA), N.A. : Docket No.: **2008 - 1540-CD**
Plaintiff :
: Type of Case: **CIVIL ACTION**
vs. :
: VICKY L. REAMS, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **ANSWER WITH NEW MATTER** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

David J. Apothaker, Esq.
Apothaker & Associates, P.C.
520 Fellowship Road
C306
Mount Laurel, NJ 08054

By: 

James N. Bryant, Esq.
Attorney for Defendant

DATED: April 22, 2009

Our file No.: 177016
APOTHAKER & ASSOCIATES, P.C.
BY: Jordan W. Felzer, Esquire
Attorney I.D.# 38670
520 Fellowship Road C306
Mount Laurel, NJ 08054
(800) 672-0215
Attorneys for Plaintiff

CAPITAL ONE BANK (USA), N.A.)	COURT OF COMMON PLEAS OF
)	CLEARFIELD COUNTY
)	
Plaintiff,)	DOCKET NO.: 2003-1540-CD
vs.)	
VICKY L REAMS)	Civil Action
)	
Defendant.)	
)	

ANSWER TO NEW MATTER

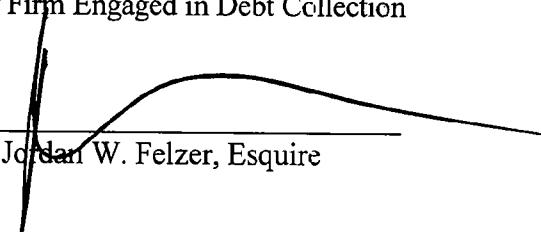
Plaintiff, CAPITAL ONE BANK (USA), N.A., by and through their attorney, answers the following New Matter:

8. Denied. Plaintiff's claims are not barred by the applicable Statute of Limitations.

WHEREFORE, Plaintiff demands that Defendant's New Matter be dismissed.

APOTHAKER & ASSOCIATES, P.C.
Attorneys for Plaintiff
A Law Firm Engaged in Debt Collection

BY:

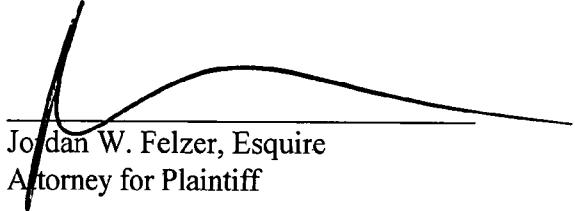

Jordan W. Felzer, Esquire

DATED: May 5, 2009

FILED
MAY 08 2009
NO CC
MAY 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

Jordan W. Felzer, Esquire hereby states that I am counsel for plaintiff in this action, and that I am authorized to take this Verification, and that the statements made in the foregoing Answer to New Matter are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.



Jordan W. Felzer, Esquire
Attorney for Plaintiff

DATE: 5/5/2009

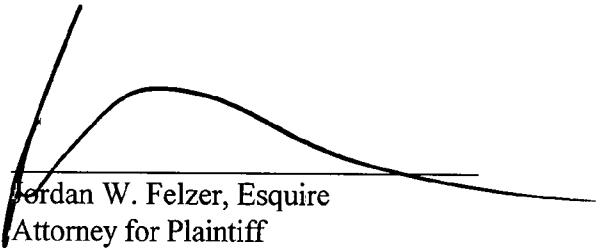
Our file No.: 177016
APOTHAKER & ASSOCIATES, P.C.
BY: Jordan W. Felzer, Esquire
Attorney I.D.# 38670
520 Fellowship Road C306
Mount Laurel, NJ 08054
(800) 672-0215
Attorneys for Plaintiff

CAPITAL ONE BANK (USA), N.A.)	COURT OF COMMON PLEAS OF
)	CLEARFIELD COUNTY
)	
Plaintiff,)	DOCKET NO.: 2008-1540-CD
vs.)	
VICKY L REAMS)	Civil Action
)	
Defendant.)	
)	

CERTIFICATION OF SERVICE

I, Jordan W. Felzer, Esquire, attorney for Plaintiff, certify that on 5/5/2009, I mailed a copy of the Answer to New Matter by Regular mail to

JAMES N BRYANT, ESQUIRE
PO BOX 551
MILLHEIM, PA 16854



Jordan W. Felzer, Esquire
Attorney for Plaintiff

Date: 5/5/2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CAPITAL ONE BANK (USA), N.A.) CIVIL ACTION
vs. Plaintiff)) No. 2008-1540-CD
VICKY L REAMS)) Type of Case Breach of Contract
1608 MIRIAM ST))
HOUTZDALE, PA 16651-8537)) Type of Pleading: Certificate of Readiness
Defendant)) Filed on Behalf of: Plaintiff
)
)

Filed by: APOTHAKER & ASSOCIATES, P.C.
Attorneys for Plaintiff

Address: 520 Fellowship Road C306
Mount Laurel, NJ 08054

Phone: 800-672-0215

Signature:

Benjamin J. Cavallaro, Esquire

RECEIVED
M 11 50 301 2CC
ATTY
ATTY PD.
\$ 20.00
William A. Simon
Photostatary/Clerk of Courts
FBI

Our File No.: 177016

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

Civil Trial Listing / Certificate of Readiness

Plaintiff(s): CAPITAL ONE BANK (USA), Case Number: 2008-1540-CD
N.A.

Defendant(s): VICKY L REAMS

To the Prothonotary:

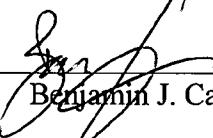
Arbitration Limit:

Type Trial Requested: Jury Non-Jury Arbitration
Estimated Trial Time: 15 minutes.

Jury Demand Filed By: N/A

Date Jury Demand Filed: N/A

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



Benjamin J. Cavallaro, Esquire

Dated: November 19, 2010

For the Plaintiff: Benjamin J. Cavallaro, Esquire 800-672-0215

For the Defendant: JAMES BRYANT, Esquire

Certification of Current Address for all parties or counsel of record:

Name: CAPITAL ONE BANK (USA), N.A.

Address: c/o Apotheker & Associates, P.C. 520 Fellowship Rd. C306

Name: JAMES BRYANT, Esquire

Address: PO BOX 551 MILLHEIM, PA 16854

Mt Laurel, NJ 08054

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

CAPITAL ONE BANK (USA), N.A. :
Plaintiff, :
vs. : NO. 2008-1540-C.D.
VICKY L. REAMS, :
Defendant, :
: :
:

O R D E R

NOW, this 20th day of January, 2011, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, February 22, 2011 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

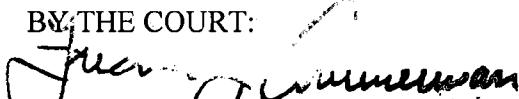
Michael P. Yeager, Esquire, Chairman

Christopher E. Mohney, Esquire

Courtney L. Kubista, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form in enclosed as well as a copy of said Local Rule of Court.

FILED 5CC
S 00-38704
JAN 20 2011 CIA
William A. Shaw
Prothonotary/Clerk of Courts (6)

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

Capital One Bank (USA), N.A.

vs.

Vicky L. Reams

No. 2008-01540-CD

FEB 22 2011
at 10:30 AM
William A. Shaw
Prothonotary/Clerk of Courts

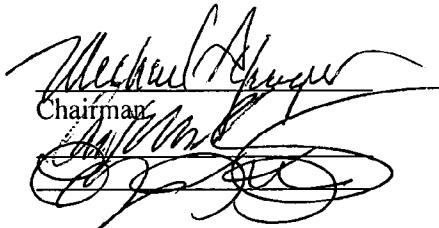
Notice to

Atts:
Cavallaro
Bryant

OATH OR AFFIRMATION OF ARBITRATORS

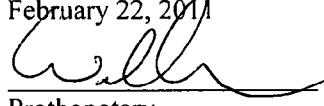
Now, this 22nd day of February, 2011, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Michael P. Yeager, Esq.


Michael P. Yeager
Chairman

Christopher E. Mohney, Esq.
Courtney L. Kubista, Esq.

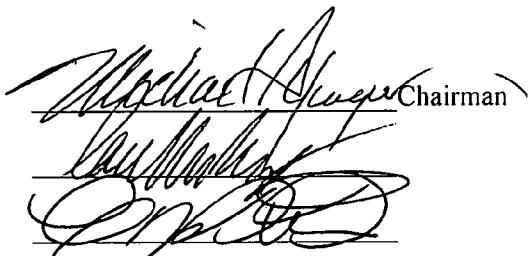
Sworn to and subscribed before me this
February 22, 2011


Prothonotary

AWARD OF ARBITRATORS

Now, this 22nd day of February, 2011, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment in favor of defendant.


Michael P. Yeager
Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 22nd day of February, 2011, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

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

Capital One Bank (USA), N.A. : :

Vs. : No. 2008-01540-CD

Vicky L. Reams

NOTICE OF AWARD

TO: James N. Bryant, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 22, 2011 and have awarded:

Judgment in favor of Defendant

William A. Shaw, Prothonotary

February 22, 2011

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on February 22, 2011 at 10:30 AM.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$\$450.00.

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

Capital One Bank (USA), N.A. :

Vs. : No. 2008-01540-CD

Vicky L. Reams :

NOTICE OF AWARD

TO: Benjamin J. Cavallaro, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on February 22, 2011 and have awarded:

Judgment in favor of Defendant

William A. Shaw, Prothonotary

February 22, 2011

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on February 22, 2011 at 10:30 AM.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:
\$\$450.00.



F. CORTEZ BELL III, ESQUIRE
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5982
FAX: 814-765-7649
EMAIL: courtadmin@clearfieldco.org

OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN
PRESIDENT JUDGE

HON. PAUL E. CHERRY
JUDGE

HON. JOHN K. REILLY, JR.
SENIOR JUDGE

December 22, 2010

Dear Counsel,

Attached is a Court Order appointing you to serve on a Board of Arbitrators for an arbitration scheduled on **Tuesday, February 22, 2011**. This is a preliminary list of attorneys that will be narrowed down to a final list of three, after any conflicts have been taken into consideration. Following are the docket captions of the cases to be heard that day:

CAPITAL ONE BANK (USA), N.A.	Benjamin J. Cavallaro, Esquire
vs.	
VICKY L. REAMS	James N. Bryant, Esquire
NO. 2008-1540-CD	2/22/2011, 9:00 AM

PORTFOLIO RECOVERY ASSOCIATES LLC	Benjamin J. Cavallaro, Esquire
vs.	
DANIEL BAUM	Pro Se
NO. 2009-1238-CD	2/22/2011, 1:00 PM

Please review this information and call me upon receipt of this letter if there are any concerns or conflicts of interest with this. If I do not hear from you by **Friday, January 7, 2011**, I will proceed with finalizing the list of three attorneys who will actually be serving on this board.

I can be reached at 814-765-2641, ext. 1300. I appreciate your cooperation with this process.

Sincerely,

A handwritten signature in black ink that reads "Sharon S. Whipple".

Sharon S. Whipple
Deputy Court Administrator

Enc

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

ORDER

AND NOW, this 22nd day of December, 2010, it is the
ORDER of the Court that the following shall serve on the Board of Arbitrators for
Tuesday, February 22, 2011, and any adjournments thereof:

Michael P. Yeager, Esquire

Benjamin S. Blakley, III, Esquire

Christopher E. Mohney, Esquire

John R. Ryan, Esquire

Courtney L. Kubista, E.

Eric E. Cummings, Esquire

BY THE COURT:

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN

DEC 22 2010

A. H. G. 2

William Allen
Promoter
1870-1871

*Arbitration:
March 22, 2011
9:00 AM*

Our File No.: 177016

CAPITAL ONE BANK (USA), N.A.

Plaintiff,

vs.

VICKY L REAMS

Defendant.

) COURT OF COMMON PLEAS OF
>) CLEARFIELD COUNTY
)
>) NO.: 2008-1540-CD
)
>) Civil Action
)
)

PRE-TRIAL MEMORANDUM

1. Brief Statement of the Case

CAPITAL ONE BANK (USA), N.A. and defendant entered into a credit agreement.

Defendant used the account pursuant to the agreement and despite demand, has failed, neglected and/or refused to pay the outstanding balance due and owing.

2. Legal Basis of the Claim

Account Stated.

3. Damages Claimed

\$6,949.45 plus court costs.

4. Witnesses

Defendant
VICKY L REAMS
1608 MIRIAM ST
HOUTZDALE, PA 16651-8537

5. Exhibits

Documents submitted pursuant to Pa.R.C.P. No. 1305(b)(1)

6. Estimated Time Needed

Thirty (30) minutes.



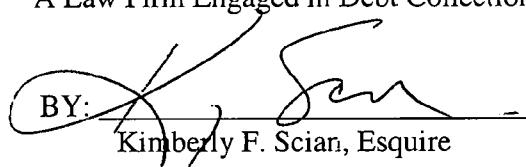
7. Special Comments

None.

8. Certification

I, Kimberly F. Scian, Esquire, hereby certify that I have, on behalf of my client, made a reasonable effort to stipulate or agree to all undisputed issues of fact or law which would expedite the arbitration in this matter.

APOTHAKER & ASSOCIATES, P.C.
Attorney for Plaintiff
A Law Firm Engaged in Debt Collection

BY: 
Kimberly F. Scian, Esquire

Dated: February 11, 2011

RECEIVED FEB 18 2011

APOTHAKER & ASSOCIATES, P.C.

ATTORNEYS AT LAW

February 11, 2011

CCURT ADMINISTRATOR
ATTN: DANIEL J. NELSON, ESQ
230 E. MARKET STREET
CLEARFIELD, PA 16830

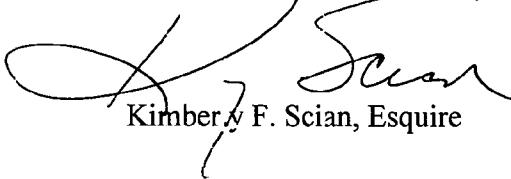
RE: CAPITAL ONE BANK (USA), N.A. VS. VICKY REAMS
DOCKET NO.: 2008-1540-CD
OUR FILE NO: 177016

DEAR CLERK:

Enclosed herein please find a Pre-Trial Memorandum. Kindly file same and return a copy to this office in the enclosed self-addressed stamped envelope provided for your convenience.

Very truly yours,

APOTHAKER & ASSOCIATES, P.C.



Kimberly F. Scian, Esquire

/TJ

cc: Michael P. Yeager, Esquire, Chairman
Christopher E. Mohney, Esquire
Courtney L. Kubista, Esquire
James N. Bryant, Esquire

Law Offices
BRYANT & CANTORNA, P.C.

RECEIVED FEB 07 2011

PLEASE REPLY TO

James N. Bryant
Bernard F. Cantorna
www.bryant-associates.com

MILLHEIM OFFICE

February 4, 2011

107 East Main Street
Millheim, PA 16854
814-349-5666
814-364-9869
FAX 814-349-2212

IN STATE COLLEGE
1901 East College Avenue
State College, PA 16801
814-238-4370
FAX 814-238-8016

Mr. Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Capital One Bank (USA), N.A.
No. 2008 - 1540-CD

Dear Mr. Nelson:

Enclosed is a Pre-Trial Statement on behalf of the Defendant in connection with the above-captioned matter.

Very truly yours,

BRYANT & CANTORNA, P.C.

By:

James N. Bryant

JNB:ksr

Enclosure

cc: Jordan W. Felzer, Esq., w/enc.
Michael P. Yeager, Esq., Chairman, w/enc.
Christopher E. Mohney, Esq., w/enc.
Courtney L. Kubista, Esq., w/enc.
Vicky L. Reams, w/enc.

Arbitration:
March 22, 2011
@ 9:00 AM

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

CAPITAL ONE BANK (USA), N.A. : Docket No.: **2008 - 1540-CD**
Plaintiff :
: Type of Case: **CIVIL ACTION**
vs. :
:
VICKY L. REAMS, :
Defendant : Medical/ Professional
: Liability Action (check
: if applicable)
:

TYPE OF PLEADING

Pre-Trial Statement

Filed on behalf of

RECEIVED

FEB 07 2011

Court Administrator's
Office

Defendant

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084
BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854
(814) 349-5666
(814) 349-2212 (FAX)
jnbryant1@verizon.net

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

CAPITAL ONE BANK (USA), N.A. : Docket No.: 2008 - 1540-CD
Plaintiff :
: Type of Case: CIVIL ACTION
vs. :
VICKY L. REAMS, :
Defendant :
:

PRE-TRIAL STATEMENT ON BEHALF OF DEFENDANT

Statement of the Case

Defendant is being sued for a credit card which does not believe is hers, and in any event the last credit card the Defendant had was in 2003, therefore the Statute of Limitations has run.

Witnesses

Defendant

Estimated Time of Trial

27 minutes and 37 seconds.

Respectfully submitted,

BRYANT & CANTORNA, P.C.

By: _____

James N. Bryant, Esq.

PA ID No. 14084

Attorney for Defendant

107 East Main Street

P. O. Box 551

Millheim, PA 16854

814-349-5666

814-349-2212 (fax)

Jnbryant1@verizon.net

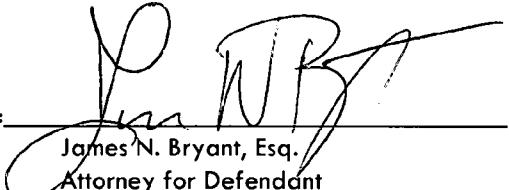
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

CAPITAL ONE BANK (USA), N.A. : Docket No.: **2008 - 1540-CD**
Plaintiff :
vs. : Type of Case: **CIVIL ACTION**
VICKY L. REAMS, :
Defendant :
:

CERTIFICATE OF SERVICE

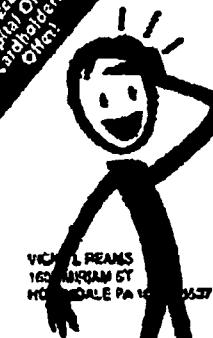
I hereby certify that a true and correct copy of the within **Pre-Trial Statement on Behalf of Defendant** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

Jordan W. Felzer, Esq.
Apotheker & Associates, P.C.
520 Fellowship Road
C306
Mount Laurel, NJ 08054

By: 
James N. Bryant, Esq.
Attorney for Defendant

DATED: February 4, 2011

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UNLIMITED INTERNET ACCESS

*Capital One***PLATINUM VISA ACCOUNT**

NET 21 10/22/2005

Page 1 of 1

Account Summary

Previous Balance	\$3,927.34
Payments, Credits and Adjustments	\$6.00
Interest	\$15.00
Finance Charges	\$36.40
New Balance	\$4,078.84
Minimum Payment Due	\$1,000.00
Payment Due Date	July 24, 2005
Total Credit Line	\$1,000
Total Available Credit	\$873
Cards Issued for Cash	\$990
Available Credit for Cash	\$70

At your service

To call Customer Relations or to report a loss or stolen card:
1-800-905-3637

For a complete account statement and general consumer information, log on to
www.capitalone.com

Send payments to: *Capital One Bank*
One Franklin Plaza
P.O. Box 790216
St. Louis, MO 63179-0216

Send inquiries to: *Capital One Services*
P.O. Box 50500
Richmond, VA 23260-5050

Payments, Credits and Adjustments**Transactions**

4 23 JUN PAST DUE PER

\$1.00

You were assessed a fee of \$1.00 on 06/23/2005 because your minimum payment was not received by the due date of 06/23/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

12/6/04
8/18/05 Credit
8/20/05 Service

Finance Charges		Statement amount charged - open to last information		
Balance rate open to last info	Periodic rate	Compounded info	BALANCE CHANGE	
15.99%	1.3324%	1.3324%	\$1.00	\$1.00

ANNUAL PERCENTAGE RATE applied to this period

24.75%

▼ PLEASE RETURN POSTNET RETURN WITH PAYMENT ▼

Capital One

0000000 0 4862362344011278 23 3438640082003438649

26

New Balance	\$4,078.84
Minimum Payment Due	\$1,000.00
Payment Due Date	July 24, 2005
Trans received	\$
Account Number	4862362344011278

Please print clearly address under "Send Money" section only or circle one.

Send Money To:
Name: _____
City: _____
State: _____
Zip: _____
Country: _____
Card Address: _____

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



4862362344011278 MAIL IN NUMBER
VICKI L. REAVES
1608 MARIAM ST
MONTGOMERY, PA 18051-0537

Please send your account number, your card or money order made payable to Capital One Bank and mail to the address on top.

peoplepc[®] online
VICKY L. REAKS
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For visit www.cadexopal.com/offer

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Proposed Action: For 3 months of review on either 10/15 or 10/16, a special committee, comprised mainly by Proprietary Associates, will be charged with the task of determining a 1/4.5% fee adjustment, 30.05 for Proprietary Associates, and 10.00 for the other two existing special fees of at least 19 years in age and may be increased with any other new CIO project to change it for free. These fee rates would apply to all new projects.

17th Project One Acquisition, which will help the group to better serve customers in North America and Asia. The deal is expected to close in 2018. Project One, based in New York City, currently has 1,200 employees and revenue of \$4.25 million per annum. The acquisition will add to NEXUS' Project 2020. Project One, Project One and the Project One logo are registered trademarks of Project One Inc. The trademarks are used with the permission of Project One Inc.

Because we evaluate in all areas, Adonis, Ionic, Roman and other basic and traditional styles are also available. However, the traditional styles are not as popular as the more modern designs. These are more popular for displaying artwork or as a focal point of the room. However, the more traditional styles are also available.

PROBLEMS IN DESIGN, CONSTRUCTION AND MAINTENANCE
OF AIRPORTS AND AIRPORT TERMINALS. 1981. 100 PAGES. 1000.00 FOR PUBLICATION & 1000.00 FOR PRACTICAL USE.

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Important: **Section 103(e)(2)(B)** of the **Small Business Job Protection Act of 1996** (the "Act") makes the **earliest portion** of this agreement **void** if you cancel the **entire** agreement. If you cancel the **entire** agreement, you will be entitled to a **refund** of **any** fees you paid to us. **However, if you cancel the **earliest portion** of this agreement, you will not be entitled to a refund of **any** fees you paid to us.** **For example:** If you cancel the **earliest portion** of this agreement, you will not be entitled to a refund of **any** fees you paid to us if you cancel the **earliest portion** of this agreement after you have paid us **any** fees for services you received during the **earliest portion** of this agreement. **For example:** If you cancel the **earliest portion** of this agreement after you have paid us **any** fees for services you received during the **earliest portion** of this agreement, you will not be entitled to a refund of **any** fees you paid to us.

CUSTOMER AGREEMENT

Welcome to Capitol One! We are pleased to have your credit card account. The Customer Agreement contains information about your account. Please read it and keep it for your records. This agreement sets forth the credit card account ("the Agreement") details of the Customer Agreement, together with any changes to the Customer Agreement that are made or proposed herein. If the Security Agreement is applicable, the Security Account Management Agreement (or equivalent, Capitol One Finance, LLC, any record documents provided are deemed to give prior to or at the time you accept credit, including conditions, consent to applications at TBO or Banking Act (hereinafter "TBO/ Banking Act"), or as set out in the subsequent documents of disclosure, TBO documents, and any oral or written documents that you have received (including any electronic or digital reproductions) or any applications, contracts or other documents or understandings that you entered into with the Agreement (or, such, "you," "your" and "your spouse" or each person who signed the application for the account (such a "joint accountholder") and to anyone else who is authorized to use the account in any way (such as "authorized user"). Except as explicitly stated herein, each of you is individually and jointly obligated under the Agreement. "We," "we" and "our" mean Capitol One, Inc. and its successors, assigns, heirs, estate, and/or authorized representatives. If the application for the account (which the account will be a "Security Account"; we may use the funds you have pledged to us to secure your account), the Agreement and the Customer Agreement, together, (or equivalent) do not apply to any other Capitol One Credit account you may hold, either now or in the future, unless it provides for the TBO/ Banking Act, or unless you have otherwise, in writing, agreed to the terms of the TBO/ Banking Act. This Agreement, together with the Security Account Management Agreement (or equivalent, the Security Agreement), the TBO/ Banking Act, and the Customer Agreement, together, (or equivalent) form a Security Account Agreement ("the Agreement"). If the Agreement is not abridged by any other written documents or records of the terms of any other agreement to which you and we are parties. We can only change any of the terms under the Agreement by amending the Agreement. The card is not transferable, our property, and you will assume it if we sell or otherwise repossess it.

Exchange Rate. If you make a transaction to acquire other than U.S. dollars, VISA International or MasterCard International will convert its charges to U.S. dollars or the equivalent in another currency. Your spending regardless of currency denomination will be converted at the rate the transaction is processed. VISA International's exchange rate is determined by the VISA International's exchange rate processor, effective April 2, 2003. We encourage you to review the VISA International website for more information on the exchange rate processor, currency, and the rates charged and VISA processing information. Transactions in (1) a rate selected by VISA, (2) the range of exchange rates available, (3) rates for the applicable card processing fees, which are determined by VISA, and (4) the VISA card processor's (2) the exchange rate selected by the applicable card processing card, MasterCard International's exchange rate, or (3) the exchange rate selected by the card processor, or (4) a minimum rate of (5) a government controlled rate in effect on the day of the card transaction.

Cash Experience Transactions. If cash increases are an option for your account, you can use your account to purchase member items that are regard as "cash experience" - as long as qualified purchases are not be limited as cash advances and not be limited to the cash advance segment of your account. Cash experience transactions include, without limitation, the purchase of one hundred (100) dollars, less, twenty (20) dollars, of one hundred (100) dollars and other similar products or services. Purchasing in cash experience transactions is limited to purchases that are not otherwise prohibited by the terms and conditions of your account.

AGREEMENT
Credit Card, Cheque & Debit Transactions result in an over limit fee, and most transactions done online will be subject to the Agreement, and the Facility Agreement, Acceptance Agreement (if applicable). Any Impossibility incurred (including your credit limit will be treated as a Breach of your credit limit unless we so expressly notify you otherwise).

Additional Benefits and Services. From time to time, we may offer you benefits and services with your account. These benefits and services may be provided by us or third parties. Unless otherwise stated in a copy of this Agreement, and except as provided in the *Additional Protection Clause*, any such benefits and services are not a part of this Agreement, and are not expressly to the terms and conditions contained in the benefits or services structure and other legal documents provided to you with respect to the benefits and services. You may reject, at any time, any benefits or services at any time, in accordance with the structure or documents that describe the benefits and services that you receive. In addition, any such benefits or services offered to you is the responsibility of the "Issuer of Benefits," that offering and representing the benefits and services that has been selected to put in to the particular structure of the "Quote to Customer," without any notice. Except as provided by applicable law, we are not liable for benefits or services selected by third parties in the course of providing or furnishing this quote.

the City Payments. The practice is to pay us and our clients for all amounts remitted back to us, less the amount due us by our clients, including any balance due and any amounts remitted to us by our clients. Payments made in months in U.S. dollars. Payment made by a client, remitted either at all or at regular intervals (e.g. once a month). We do a lump accumulation of all and then receive a U.S. dollar payment. Our fees, other expenses, and other charges are paid monthly using the average exchange rate of your currency, and in U.S. dollars and converted into our local currency. It may vary with difference. Depending depending your transaction will have different percentage rates (APR%) before

When you use CheckFree to make payment on your account, you authorize us to make a one-time electronic transfer from your bank account to the account of the church as designated by account number. This authorization applies to all checks received by us during the billing period even if they were not sent, via your agent, to your church and were received via CheckFree in Seattle. This authorization is not revocable by the bank on the church and related organizations. This will not be honored by any institution located or operating according to the laws of another state or the church. If we cannot process the electronic payment, you may designate us to make a money transfer from your bank account by processing the check, electronic check, cash or money order.

The very nature of your service as CheckFree is repeat sales, informed Harry, repeated checks and money orders.

We don't, in our own judgment, offer an unsecured payment service. You are not required to use our service. When you authorize us to process a direct deposit, electronic ACH transfer or other electronic payment method on your account, we may charge you a service processing fee as an expense attributable to the use of the service. We are not responsible for any damage or the loss of your computer equipment or any damage that is in the result of such damage.

If you give your account number to other account information to another person in order to pay for you or if not on your behalf, you agree that we may charge you fees associated with that service and process the payment as if it were made by you. You further agree that you will be responsible for all correspondence of payment of your account to such person, including returned payment, charge reversal, late payment and any fees paid.

We reserve the right to refuse to accept payment on

Periodic Statements. Each year that you have a credit or debit balance of more than \$1 in your account, we will send you a periodic statement of transactions made during the previous year. The statement contains all items of transaction made during your account during the time period. The statement is to the firm does not change during the time period, it is not necessary to send a statement during this time. The statement contains the name of a specific billing period. For example, your January billing period is the billing period with the statement containing data in January.

Finance Charge. You will be assessed finance charges on previously disclosed to you as part of the T&F/Interest/Charges as we will disclose to you if required.

Temporary Radios in Police Charge. We regard the 1/20th to 1/10th measure as of little charge to the great utility period without making the April 1st

other than those changes in a house being passed.

Other Fees and Charges. The following fees will be billed to the purchaser in respect of your transfer and will be levied on a $\$100$ base and applied as follows: Transfer of title fees, $\$100$; Transfer stamp, to every title passed in which they apply; (2) to the amount of the amount as paid to this Association, $\$100$; and (3) to your transfer, as provided in this Agreement. By the City Clerk in your presence, (4) as your book has to be assessed a $\$100$ stamp fee.

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Carry Advances Paid. If early advances are provided by your insurance, a bank, researcher, or library storage, do not be concerned about this. Once you receive a cash advance or cash equivalent for storage, it is added to the total, net cash equivalent of your research and is applied against your available cash limit. The amount of the cash advance has been charged off to account as other research expenses, which is your legitimate expenditure for the conduct of your research. This is the funding method used by the funding bodies. The only consideration is that the cash advance is not included in the living account to be spent. This is particularly important if you are restricted in your

Non-refundable Fee. If accepted, a non-refundable fee will be required at your first library service, which specifically funds library services. If the amount required is not received, services will not be rendered at the library branch or branch branch library of your choice. **Library Action.** If the non-refundable fee is deposited, library services will be rendered at each library branch listed. The fee will be held in the account, deposited when needed and will be released upon a payment and deposit of your non-refundable fee. The non-refundable fee will not be applied to any fees or charges you may incur at the library or library branch.

Finally, Fig. 4, for year 20, describes for each type of household your current income, family assets that you expect, the net worth (the gross assets minus your debts) and will be needed as a cash advance and applied against your debts.

Служебные письма. Вы можете написать письмо любому лицу без какой-либо конкретной цели, но если вы это делаете для purposes of marketing, your credit, relationship, напоминая your account and оставляя you for your other purchases.

Future Offers. The terms of any future offer relating to the covered will be presented to you at the time the offer is made. If you accept an offer, the terms will become effective at the time of acceptance, notwithstanding the offer.

Account Changes and Terminating or Closing Protection. (D) We may, at any time, or at written cause, with or without advance notice, and regardless of the existence of non-payment of a default under this Agreement, cancel the account, reduce the amount due, or permanently suspend your credit privilege under this Agreement. If we cancel the account, you agree to immediately pay all of your account balance under this Agreement. (E) These changes in terms, payments, and your credit privilege under this Agreement will become in full force and effect after the account is canceled or your credit privilege is permanently suspended. Corresponding other financial products or services or previous balances of your account privilege will not affect our ability to cancel your account. (F) Protection is not valid under the Statutory Account Protection Agreement of California. We can take you account by calling our Customer Protection department with the number 1-800-333-1111 or the back of your credit card, if informed, provide notice of your account number and terminating or closing protection. We are not liable for errors and printed incorrect names, checks, credit or payment information.

agreements, and cause using your card and account. If you do not report off of your payment card account, you and we will negotiate our method of a payment card to fit your needs to continue your relationship to properly fit the needs of the business. If there is a CDO Agreement and the Business Account Agreement (if applicable), your account will not be closed and you may still access, you can or enter the Agreement and the Business Account Agreement (Agreement) or applicable) exchange, when needed, any existing and new card services, continuing the same account, however charges, new services, fees, over limit fees, returned check fees, interest, payment fees, non-refundable fees, cash advance fees, transfer fees, savings charges and any other fees charged to you named. You are responsible for these additional charges you have been informed of the time you opened a checking or the account or they are assessed immediately to your account to close the account. This may result in charges impacting on your account and also you have informed us to do so and that, if the account has already been closed. The account will be impacted on the time and date of the Agreement and the Business Account Agreement (Agreement). For example, if you experience a problem with your account and you receive the charge from the merchant that you accidentally have charged your account will be suspended, the amount of the charge will be added to your account and you will be reimbursed for payment made on the Business Account and the Business Account Agreement (Agreement). The agreement for the Business Account will continue to be charged, to be collected, provided by merchants fees, and the same account balance that was open 24/7, as determined above. If the account is suspended, a new relationship will be initiated in the account as stated above.

If you, acting as the property custodian, want to terminate a joint tenancy or an undivided ownership interest in the account, you must file an *Administrator's Application to Terminate Joint Tenancy or Undivided Interest*. You agree to do away with property's interest and destroy any unused account documents in that person's possession. There may be a delay in the closing date of the termination of that person's ownership, but it is optional. The court will file a *Decree*, and you will pay the appropriate fees, to be assessed, for any transfers brought to the court of law. The court will then issue a final determination and award of the account and a final date of the termination date of the account. You may file an *Administrator's Application to Terminate Joint Tenancy or Undivided Interest* if you do not want to change the account documents in that person's possession, and you file an *Administrator's Application to Change Your Account*, your account will be changed to terminate with the preceding paragraph. When you file an *Administrator's Application to Change Your Account*,

Changes in Terms. We may 201.0. remove, amend or change any part or provision of this Agreement, including but not limited to changes, additions and/or deletions, regarding existing or future providers of the services or a planned release of the services, or changes to this Agreement, at any time. If we do this, we will give you notice of such amendment or change 10 days by Postcard or telephone, unless the law which has been passed or published by Federal and/or state and/or provincially enacted law requires that such notice could be made in more abbreviated changes without notice. Notice of no notice is to be had from providers included in the services to the customer. However, no notice will be needed if we previously had notified you that such changes would be made, in most circumstances or changes within notice. Changes to the current providers, services and/or charges to you during an agreement period will be effective at the beginning, whether or not the services or charges themselves, related to the current terms, fees, charges and/or whether or not you continue to use the services. Changes to fees and other charges will apply to new services for the effective date of the change.

REMOVING LENO. WE DEMAND THE BUREAU TO GRANT CREDIT, OPEN AN ACCOUNT AND ISSUE TWO A CREDIT CARD FROM OUR OFFICES AT FEDERAL. THIS AGREEMENT IS TO BE EXECUTED IN CONSIDERATION OF AND PREMISED BY THE FEDERAL BUREAU OF INVESTIGATION AND BY THE BUREAU OF THE COMMISSIONERS OF VIRGINIA, WHICH ARE GRANTED TO THE PARTIES OF THIS AGREEMENT THE AUTHORITY AND AGREEMENT TO CONTRACT WITH EACH OTHER AND TO ENTER INTO AND MAINTAIN OVER THE APPROXIMATION OF THE DATE OF AND SUBSEQUENTLY TO THE DATE OF THE SIGNING OF THIS AGREEMENT, FROM THE STATE OF THE UNITED STATES OF AMERICA OR THE DISTRICT OF COLUMBIA OR THE STATE OF VIRGINIA, OR THE DISTRICT OF COLUMBIA, OR THE STATE OF THE COMMISSIONERS OF VIRGINIA TO THE AGENTS AND OFFICES OF THE PARTIES. THIS AGREEMENT IS MADE IN VIRGINIA. IT WILL BE GOVERNED ONLY BY FEDERAL LAW AND VIRGINIA LAW, WHICH ARE ADMITTED AND PREVAILING BY FEDERAL LAW. AS A SECRET WEBSITE IS TO BE USED AS A PORT OF THIS AGREEMENT, THIS AGREEMENT WILL NOT REST UPON THE REQUIREMENTS OF FEDERAL AND STATE LAW, BUT THE EXISTING STATE LAW WILL BE APPLIED.

Witness, You will be 2d right to receive notice of any action or cause of action, personal, damages, physical or otherwise, and any other you may have to recover, to present against another party before presenting against me. You also will be 2d right to receive judgment by certificate from any court of competent jurisdiction, and to have it enforced in the same manner as any other.

Communication. We may request information to others regarding the use and/or status of your account or our relationship to the Capital One Privacy Notice, a copy of which can be found [here](#). You may apply restrictions of this notice, including with respect to marketing and changing your account, and you may receive restricted notice by selecting preferences directly to you or, where no preferences are selected, you may also be able to change your preferences. If you do not receive information about your relationship with Capital One, we advise that you contact us or your financial institution. We are not liable for any information received by you from other sources, nor are we liable for any information you have provided or that we receive from other sources. The information, you may request any of your bank or place of employment, credit bureaus or notaries, to your credit bureau or consumer reporting agency, and by most U.S. service providers, to whom you have provided information. Please be advised that in addition to us, other companies may have your information.

**ADMINISTRATOR. PLEASE SEE ENCLOSED ADDENDUM PREVIOUSLY
FILED. NOTE THAT THE THREE RECIPIENTS OF THE ADDENDUM
ARE THE SAME AS THOSE IDENTIFIED IN THE ADDENDUM.**

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CapitalOne.

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1255 10
New Bedford

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Capital One Bank
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P.O. Box 85147

RICHMOND, VA 23216

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99832974993632/355 MAIL TO NUMBER
VICKY L BEAMS
1608 MIRAM ST
HOUSTON TX 77091-0537

**VICKY L. BEAMS
1608 MIRAH ST
HOPATCONG, NJ 07845-8527**

SWEO16061 34101116154 120604

02210

VICKY L REAMS

PH.

1603 KIRKWOOD ST.

HOMEDALE, PA 16511

DATE

12-6-01

1186

PAY TO THE
ORDER OF

\$ 82.00

EIGHTY-TWO DOLLARS & 00



160363029558

Vicky L. Reams

ENDCRSE 4 HE

DO NOT WRITE, STAMP OR
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BLOW HI

Q	The security features listed below are not listed elsewhere.
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Chemically Security Paper	• 10
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Security Seal	• 10
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