

PORTFOLIO RECOVERY ASSOCIATES, LLC,
Plaintiff,

IN THE COUNTY COURT OF THE 18TH
JUDICIAL CIRCUIT IN AND FOR BREVARD
COUNTY, FLORIDA

vs.

SMALL CLAIMS DIVISION

PATRICK A CRIPPEN,

CASE NO:

Defendant.

/ _____

STATEMENT OF CLAIM

Plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC, by and through
undersigned counsel, sues Defendant, PATRICK A CRIPPEN, and alleges that:

1. This is an action for damages that is within the jurisdiction of this Court.
2. Plaintiff is a limited liability company authorized to bring this lawsuit in Florida.
3. Defendant is an individual, is sui juris, and is a resident of BREVARD County, Florida.
4. All conditions precedent to the bringing of this action have been met or waived.
5. On or about October 31, 2013 Defendant requested from and was granted an extension of credit by CAPITAL ONE BANK (USA), N.A..
6. The original account number was *****[REDACTED]
7. Plaintiff is the owner and holder of the debt pursuant to an assignment from the original creditor. An assignment is not required to be attached to an initial pleading. CACV v. DeWolf, 15 Fla. L. Weekly 27a (15th Jud Cir. App. Nov. 13, 2007).
8. Plaintiff was assigned the aforementioned account on or about February 16, 2018.

Correspondence was sent by the Plaintiff, its representatives, or both more

than thirty (30) days prior to the filing of this action.

COUNT I - ACCOUNT STATED

Plaintiff realleges and reaffirms paragraphs 1 through 8 above.

9. Before the institution of this action Plaintiff's assignor and Defendant had business transactions between them and on December 22, 2017, they agreed to the resulting balance.
10. Plaintiff's assignor rendered a statement of it to Defendant, a copy being attached, and Defendant did not object to the statement within a reasonable time.
11. Defendant owes Plaintiff \$3548.10 since December 22, 2017 on the account.

WHEREFORE, Plaintiff demands judgment against the Defendant for damages of \$3548.10, costs, and any other relief that this Court deems just and proper.



POLLACK & ROSEN, P.A.

JOSEPH F. ROSEN, ESQ.

FLA. BAR NO.: 308781

Attorney for the Plaintiff

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Matter No: 3252509

Forward Flow Receivable Sale Agreement dated January 9, 2018

BILL OF SALE


Closing Date: February 16, 2018

Capital One Bank (USA), National Association ("Seller"), in consideration of a Purchase Price of _____ and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers all right, title and interest in the Accounts identified in the Sale File entitled "20180213.PSD4OP.SLDFLE1.TXT" (which may be in electronic form) to Portfolio Recovery Associates, LLC ("Buyer"), without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to that certain Forward Flow Receivable Sale Agreement, dated as of January 9, 2018, by and between Seller and Buyer (the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

The Cutoff Date for the Sale File was February 13, 2018. The aggregate Unpaid Balance of the Accounts as of the Cutoff Date was _____.

**CAPITAL ONE BANK (USA), NATIONAL
ASSOCIATION**

By:  _____

Name: Jonathan K. Stalls

Title: Senior Vice President

Forward Flow Receivable Sale Agreement dated January 9, 2018

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CAPITAL ONE, NATIONAL ASSOCIATION

By:  _____

Name: Jonathan K. Stalls

Title: Senior Vice President



Payment Information

Payment Due Date
PAST DUE

For online and phone payments,
the deadline is 8pm ET.

New Balance
\$3,548.10

Minimum Payment Due
\$3,548.10

IMPORTANT ACCOUNT UPDATES:

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Account Summary

| | |
|--------------------|---------------------|
| Previous Balance | \$3,479.10 |
| Payments | \$0.00 |
| Other Credits | \$0.00 |
| Transactions | + \$0.00 |
| Cash Advances | + \$0.00 |
| Fees Charged | + \$0.00 |
| Interest Charged | + \$69.00 |
| New Balance | = \$3,548.10 |

Available Credit (as of Dec. 21, 2017) N/A

300079



Account Notifications

- Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account on our mobile app or at www.capitalone.com.

Customer Service: 1-800-258-9319

See reverse for Important Information



Please send us this portion of your statement and only one check (or one money order) to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Payment Due Date: **Past Due**

Account Ending in [REDACTED]

| | | |
|-------------|---------------------|-----------------|
| New Balance | Minimum Payment Due | Amount Enclosed |
| \$3,548.10 | \$3,548.10 | \$ _____ |

PATRICK A CRIPPEN
12901 VELVET VIEW CT
JUSTIN, TX 76247-8602



400030



Capital One Bank (USA), N.A.
P.O. Box 60599
City of Industry, CA 91716-0599



How can I Avoid Paying Interest Charges? If you pay your statement's New Balance in full by the due date, we will not charge you interest on any new transactions that post to the purchase segment. If you have been paying your account in full with no Interest Charges, but then you do not pay your next New Balance in full, we will charge interest on the portion of the balance that you did not pay. For Cash Advances and Special Transfers, we will start charging Interest on the transaction date. Certain promotional offers may allow you to pay less than the total New Balance and avoid paying Interest Charges on new purchases. Please refer to the front of your statement for additional information.

How is the Interest Charge applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire New Balance for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.50 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can my Variable APR change? Your APRs may increase or decrease based on one of the following indices (reported in *The Wall Street Journal*). The letter code below corresponds with the letter next to your APRs in the Interest Charge Calculation section of this statement.

| Code next to your APR(s) | How do we calculate your APR(s)? Index + margin | When your APR(s) will change |
|--------------------------|---|---|
| P | Prime Rate + margin | The first day of the Billing Cycles that end in Jan., April, July, and Oct. |
| L | 3 month LIBOR + margin | |
| D | Prime Rate + margin | The first day of each Billing Cycle. |
| F | 1 month LIBOR + margin | |

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement : If you think there is an error on your statement, write to us at:

Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your 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 purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

ETC-08

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11/01/16

Changing Mailing Address?

You can change your address immediately at capitalone.com or complete the information below, and return this coupon with your payment. Please print using blue or black ink.

Street.....

City.....

State..... Zip code

Phone.....

Email.....

Filing 94586067

VS

05-2019-SC-042883-XXXX-XX

To change or update your address please call 1-800-258-9319 or visit www.capitalone.com

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made by 8 p.m. ET.
- For mail, as of the business day we receive it, as long as it is received by 5 p.m. local time at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.



| Transactions | | |
|--|-------------|----------|
| Visit www.capitalone.com to see detailed transactions. | | |
| PATRICK A CRIPPEN [REDACTED] Payments, Credits and Adjustments | | |
| Date | Description | Amount |
| PATRICK A CRIPPEN # [REDACTED] Transactions | | |
| Date | Description | Amount |
| Fees | | |
| Date | Description | Amount |
| Total Fees for This Period | | \$0.00 |
| Interest Charged | | |
| Interest Charge on Purchases | | \$69.00 |
| Interest Charge on Cash Advances | | \$0.00 |
| Interest Charge on Other Balances | | \$0.00 |
| Total Interest for This Period | | \$69.00 |
| 2017 Totals Year-to-Date | | |
| Total Fees charged in 2017 | | \$95.00 |
| Total Interest charged in 2017 | | \$750.02 |



| Interest Charge Calculation | | | |
|--|------------------------------|----------------------------------|-----------------|
| Your Annual Percentage Rate (APR) is the annual interest rate on your account. | | | |
| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Interest Charge |
| Purchases | 23.90% P | \$3,512.34 | \$69.00 |
| Cash Advances | 25.90% P | \$0.00 | \$0.00 |
| P,L,D,F = Variable Rate. See reverse of page 1 for details. | | | |

Your account has charged off.

It is now being serviced by the Recoveries department.
Call 1-800-258-9319 if you have questions about this notice.