

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**KAYLA KANTOROWSKI,**

**Plaintiff,**

**v.**

**PORTFOLIO RECOVERY  
ASSOCIATES, LLC,**

**Defendant.**

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**CASE NO. 23-392**

**NOTICE OF REMOVAL**

**PLEASE TAKE NOTICE** that on this date, Defendant Portfolio Recovery Associates, LLC (“PRA”) hereby removes the above-captioned matter to this Court from the Court of Common Pleas of Allegheny County, Pennsylvania and in support thereof avers as follows:

1. PRA is the Defendant in a civil action originally filed on January 31, 2023, in the Court of Common Pleas of Allegheny County, Pennsylvania titled *Kayla Kantorowski v. Portfolio Recovery Associates, LLC* and docketed to Case No. AR-23-000420.
2. This removal is timely under 28 U.S.C. § 1446(b). PRA received service of Plaintiff’s Complaint by Certified Mail on February 7, 2023.
3. Pursuant to 28 U.S.C. § 1446, attached hereto as Exhibit A are copies of all pleadings, process and orders filed in the state court action.
4. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331, in that Plaintiff has filed claims against PRA alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*
5. On this date, PRA has provided notice of this Removal to counsel for Plaintiff and to the Court of Common Pleas of Allegheny County, Pennsylvania.

WHEREFORE, Defendant PRA respectfully removes this case to the United States District for the Western District of Pennsylvania.

Respectfully submitted,

**MESSER STRICKLER BURNETTE, LTD.**

By: /s/ Lauren M. Burnette  
LAUREN M. BURNETTE, ESQUIRE  
PA Bar No. 92412  
12276 San Jose Blvd.  
Suite 718  
Jacksonville, FL 32223  
(904) 527-1172  
(904) 683-7353 (fax)  
[lburnette@messerstrickler.com](mailto:lburnette@messerstrickler.com)  
*Counsel for Defendant Portfolio Recovery Associates, LLC*

Dated: March 9, 2023

**CERTIFICATE OF SERVICE**

I certify that on March 9, 2023, a true copy of the foregoing document was served on all unrepresented parties and counsel of record via electronic service.

**MESSER STRICKLER BURNETTE, LTD.**

By: /s/ Lauren M. Burnette  
LAUREN M. BURNETTE, ESQUIRE  
PA Bar No. 92412  
12276 San Jose Blvd.  
Suite 718  
Jacksonville, FL 32223  
(904) 527-1172  
(904) 683-7353 (fax)  
[lburnette@messerstrickler.com](mailto:lburnette@messerstrickler.com)  
*Counsel for Defendant Portfolio Recovery Associates, LLC*

Dated: March 9, 2023

# **EXHIBIT A**

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

KAYLA KANTOROWSKI,

*Plaintiff,*

vs.

PORTFOLIO RECOVERY ASSOCIATES, LLC,

*Defendant.*

CIVIL DIVISION

**ELECTRONICALLY FILED**

Case No. AR-23- 000420

**COMPLAINT IN CIVIL ACTION**

Filed on Behalf of Plaintiff:  
Kayla Kantorowski

Counsel of Record for this Party:

**J.P. WARD & ASSOCIATES, LLC**

Joshua P. Ward  
Pa. I.D. No. 320347

Travis A. Gordon  
Pa. I.D. No. 328314

J.P. Ward & Associates, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Telephone: (412) 545-3015  
Fax No.: (412) 540-3399  
E-mail: tgordon@jpward.com

**NOTICE TO DEFEND**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.** If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. **IF YOU CANNOT AFFORD TO HIRE A LAWYER**, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee:

LAWYER REFERRAL SERVICE  
11TH FLOOR KOPPERS BUILDING,  
436 SEVENTH AVENUE  
PITTSBURGH, PENNSYLVANIA 15219  
TELEPHONE: (412) 261-5555

**HEARING NOTICE YOU HAVE BEEN SUED IN COURT.** The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing before a board of arbitrators will take place in the Compulsory Arbitration Center. Report to the Arbitration Assembly Room, Courtroom Two, Seventh Floor City-County Building, 414 Grant Street, Pittsburgh, Pennsylvania 15219, on \_\_\_\_\_, 2020, at 9:00 A.M.

**IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. DUTY TO APPEAR AT ARBITRATION HEARING IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

**NOTICE:** You must respond to this complaint within twenty (20) days or a judgment for the amount claimed may be entered against you before the hearing. If one or more of the parties is not present at the hearing, the matter may be heard immediately before a judge without the absent party or parties. There is no right to a trial de novo on appeal from a decision entered by a judge.

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

KAYLA KANTOROWSKI,

CIVIL DIVISION

*Plaintiff,*

**ELECTRONICALLY FILED**

vs.

Case No. AR-23- 000420

PORTFOLIO RECOVERY ASSOCIATES, LLC,

*Defendant.*

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, Kayla Kantorowski, by and through the undersigned counsel, J.P. Ward & Associates, LLC and, specifically, Travis A. Gordon, Esquire, who files the within Complaint in Civil Action against Defendant, Portfolio Recovery Associates, LLC, of which the following is a statement:

**PARTIES**

1. Plaintiff, Kayla Kantorowski (hereinafter “Kayla Kantorowski”), is an adult individual who currently resides at 224 Delaware Ave, North Versailles, PA 15137.

2. Defendant, Portfolio Recovery Associates, LLC, (hereinafter “Portfolio Recovery Associates”), is a corporation with its principal place of business located at 120 Corporate Blvd, Norfolk, Virginia 23502.

**JURISDICTION AND VENUE**

3. Jurisdiction is proper as Plaintiff brings this lawsuit under the Fair Debt Collection Practices Act, 15 U.S.C.A. § 1692, *et seq.* (hereinafter, the “FDCPA”).

4. Venue is proper pursuant to Pa.R.C.P. 2179(a)(2) because Defendant regularly conducts business in Allegheny County, Pennsylvania, and because Defendant is subject to general jurisdiction of Allegheny County, Pennsylvania.

**PROCEDURAL HISTORY AND FACTUAL ALLEGATIONS**

5. On 09/01/2022, Kayla Kantorowski sent Portfolio Recovery Associates a letter (hereinafter, the “First Dispute Letter”) wherein Portfolio Recovery Associates was informed of the disputed nature of any and all alleged debts and that Kayla Kantorowski refused to pay any alleged debt associated with Portfolio Recovery Associates. A true and correct copy of the First Dispute Letter is attached hereto, made a part hereof, and marked as Exhibit “A”.

6. On 09/06/2022, The First Dispute Letter was delivered to Portfolio Recovery Associates via USPS certified mail. See Exhibit “A”.

7. In this First Dispute Letter, Kayla Kantorowski specifically stated that “I disagree with what you are reporting for any account. I refuse to pay any account.” See Exhibit “A”.

8. Portfolio Recovery Associates deliberately ignored Kayla Kantorowski’s September 1 “refusal to pay” letter.

9. Kayla Kantorowski did not consent to any direct communications with Portfolio Recovery Associates or its agents or legal representatives or otherwise revoke the original refusal to pay Portfolio Recovery Associates the alleged debt.

10. On or about 10/28/2022, Portfolio Recovery Associates mailed Kayla Kantorowski documentation relating to the collection of the alleged debt. A true and correct copy of the mailed communication is attached hereto, made a part hereof, and marked as Exhibit “B”.



11. On or about 11/02/2022, Portfolio Recovery Associates again mailed Kayla Kantorowski documentation relating to the collection of the alleged debt. A true and correct copy of the mailed communication is attached hereto, made a part hereof, and marked as Exhibit “C”.

12. Portfolio Recovery Associates violated 15 U.S.C.A. § 1692c(c) when it communicated directly with Kayla Kantorowski, in an attempt to collect an alleged debt, despite Kayla Kantorowski notifying Portfolio Recovery Associates in writing that Kayla Kantorowski refuses to pay the alleged debt.

**COUNT I**  
**VIOLATION OF THE FDCPA, 15 U.S.C.A. § 1692, et seq.**

13. Plaintiff incorporates the allegations contained in the paragraphs, above, as if fully set forth at length herein.

14. There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. 15 U.S.C.A. 1692(a).

15. The purpose of the FDCPA is to “eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C.A. § 1692(e).

16. Kayla Kantorowski is a “consumer” as defined by § 1692a(3) of the FDCPA.

17. Portfolio Recovery Associates is a “debt collector” as defined by § 1692a(6) of the FDCPA.

18. Upon information and belief, the alleged “debt” arises out of an alleged transaction entered into primarily for personal, family, or household purposes. “The term ‘debt’ means any

obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” 15 U.S.C.A. § 1692a(5).

19. The Third Circuit has held that the FDCPA is to be enforced by private attorney generals. *Weiss v. Regal Collections*, 385 F.3d 337, 345 (3d. Cir. 2004).

20. Section 1692c(c) of the FDCPA provides:

**(c) Ceasing communication**

If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt, except—

- (1) to advise the consumer that the debt collector's further efforts are being terminated;
- (2) to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinarily invoked by such debt collector or creditor; or
- (3) where applicable, to notify the consumer that the debt collector or creditor intends to invoke a specified remedy.

If such notice from the consumer is made by mail, notification shall be complete upon receipt.

15 U.S.C.A. § 1692c(c) of the FDPCA.

21. On 09/01/2022, Kayla Kantorowski sent Portfolio Recovery Associates the First Dispute Letter informing Portfolio Recovery Associates of Kayla Kantorowski's refusal to pay any debt associated with Portfolio Recovery Associates. See Exhibit "A".

22. On 09/06/2022, the First Dispute Letter was delivered to Portfolio Recovery Associates via USPS certified mail. See Exhibit "A".

23. In the First Dispute Letter, Kayla Kantorowski specifically stated, "I disagree with what you are reporting for any account. I refuse to pay any account." See Exhibit "A".

24. On 10/28/2022, Portfolio Recovery Associates mailed Kayla Kantorowski documentation relating to the collection of the alleged debt. See Exhibit “B”.

25. On 11/02/2022, Portfolio Recovery Associates again mailed Kayla Kantorowski documentation relating to the collection of the alleged debt. See Exhibit “C.”

26. Portfolio Recovery Associates’ letters do not fall into any of the three enumerated exceptions to the prohibition of further communication from a debt collector once they receive a written refusal to pay from the consumer.

27. Neither the October 28 nor the November 2 letter advised Kayla Kantorowski that Portfolio Recovery Associates’ efforts were being terminated.

28. Neither the October 28 nor the November 2 letter notified Kayla Kantorowski that Portfolio Recovery Associates may invoke specified remedies which are ordinarily invoked by such debt collector or creditors.

29. Neither the October 28 nor the November 2 letter notified Kayla Kantorowski that Portfolio Recovery Associates intends to invoke a specified remedy.

30. Portfolio Recovery Associates therefore violated 15 U.S.C.A. § 1692c(c) when it communicated directly with Kayla Kantorowski, in an attempt to collect an alleged debt, despite Kayla Kantorowski notifying Midland Credit Management in writing that Kayla Kantorowski refuses to pay the debt.

31. Section 1692d of the FDCPA provides, in relevant part: “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.”

32. Here, the only natural consequence of Portfolio Recovery Associates' acts of communicating directly with Kayla Kantorowski was to harass, oppress, and abuse Kayla Kantorowski.

33. As such, Portfolio Recovery Associates' conduct, as set forth above, violated 15 U.S.C.A § 1692d of the FDCPA.

34. Section 1692k(a) of the FDCPA provides, in relevant part:

...any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of – (1) any actual damages sustained by such person as the result of such failure; (2)(A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000; and (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court.”

15 U.S.C.A. § 1692k(a) of the FDCPA.

35. As a direct and proximate result of Portfolio Recovery Associates' violations of the FDCPA, as set forth above, Kayla Kantorowski has suffered annoyance, anxiety, embarrassment, emotional distress, and severe inconvenience.

WHEREFORE, Plaintiff, Kayla Kantorowski, respectfully requests that this Honorable Court enter judgment in their favor and against Defendant, Portfolio Recovery Associates, LLC, and enter an award of monetary damages as described herein, not in excess of arbitration limits, including an award for actual damages, statutory damages pursuant to 15 U.S.C.A. §1692k(a), costs and attorney's fees pursuant to 15 U.S.C.A. § 1692k(a), and such other and further relief as this Honorable Court deems just and proper.

**JURY TRIAL DEMANDED UPON APPEAL OR REMOVAL.**

Respectfully submitted,

**J.P. WARD & ASSOCIATES, LLC**

Date: January 31, 2023

By: 

Joshua P. Ward (Pa. I.D. No. 320347)

Travis A. Gordon (Pa. I.D. No. 328314)

J.P. Ward & Associates, LLC

The Rubicon Building

201 South Highland Avenue

Suite 201

Pittsburgh, PA 15206

Counsel for Plaintiff

**VERIFICATION**

I, TRAVIS A. GORDON, ESQ., have read the foregoing COMPLAINT and verify that the statements therein are correct to the best of my personal knowledge, information, and/or belief. I have gained this information from discussions with Plaintiff. This verification is made on behalf of Plaintiff. Plaintiff will produce their verification if/when there is an objection by Defendant or upon directive from the court.

I understand that this verification is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Respectfully submitted,

**J.P. WARD & ASSOCIATES, LLC**

Date: January 31, 2023

By: 

Joshua P. Ward (Pa. I.D. No. 320347)

Travis A. Gordon (Pa. I.D. No. 328314)

J.P. Ward & Associates, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Counsel for Plaintiff

**EXHIBIT “A”**

TO: Portfolio Recovery  
120 Corporate Blvd  
Norfolk VA 23502

9-1-22

FROM: Kayla Kantorowski  
224 Delaware Ave  
North Versailles PA 15137

I recently went to my Mail Box  
and pulled out a letter from you. I  
was reading it over and got busy but  
I did finish reading it later in the  
week. Things have happened in life,  
like sickness, prices have gone up  
a lot for me. It is so hard to  
buy gas for my car, maybe I  
should buy a bike.  
My d of B: 4-29-88 # SS#: 4954

USPS TRACKING® 9114 9022 0078 9811 5582 51  
& CUSTOMER  
RECEIPT For Tracking or inquiries go to USPS.com  
or call 1-800-222-1811

1146961972



I think a bike will help me save money. I know that there are options in life. I disagree ~~with~~ with ~~you~~ what you are reporting for any account I refuse to pay any account. I may need to make payments on my ride. but I am not sure IF this is the right thing to do. I hope you understand. Thank you for your help & understanding as I get through this year



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

**Portfolio Recovery  
Associates, LLC now owns  
your account**

March 16, 2018

KAYLA L KANTOROWSKI  
224 DELAWARE AVE  
NORTH VERSAILLES, PA 15137

Re: Account Number : 5178057249380069  
Capital One

Dear KAYLA L KANTOROWSKI,

We wanted to let you know about a change to your credit card account referenced above. Your credit card account with a balance of \$1,616.42 was acquired by Portfolio Recovery Associates, LLC on or about March 15, 2018. Portfolio Recovery Associates, LLC now owns your account and may contact you either directly or through an affiliate or third party.

If you have any questions about your account, please contact Portfolio Recovery Associates, LLC at:

Portfolio Recovery Associates, LLC  
1-800-772-1413  
PO Box 12914

Norfolk, VA 23541

Sincerely,  
Capital One

**THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.**

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IFM\RE0090\MAIL-Y\CD001120\P AP\O N\EC N\EM 000\PG-195821\QA-97911

33364349846

333669638725

10/17/22, 8:32 PM

USPS.com® - USPS Tracking® Results

# USPS Tracking®

[FAQs >](#)[Remove X](#)

Tracking Number:

**9114902200789811558251**[Copy](#)[Add to Informed Delivery](#)[\(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

## Latest Update

Your item was picked up at a postal facility at 7:38 am on September 6, 2022 in NORFOLK, VA 23502.

### Delivered

Delivered, Individual Picked Up at Postal Facility

NORFOLK, VA 23502

September 6, 2022, 7:38 am

[See All Tracking History](#)

Feedback

[Text & Email Updates](#)[USPS Tracking Plus®](#)[Product Information](#)[See Less ^](#)[Track Another Package](#)

**EXHIBIT “B”**



DEPT 922  
PO BOX 4115  
CONCORD CA 94524

## Portfolio Recovery Associates, LLC

Account Number: 5178057249380069  
Reference Number: 17570382  
D3

CHANGE SERVICE REQUESTED



KAYLA L KANTOROWSKI  
224 DELAWARE AVE  
N VERSAILLES PA 15137-1923

10/28/2022

Dear KAYLA L KANTOROWSKI,

In response to your dispute related to the above account, Portfolio Recovery Associates, LLC ("PRA, LLC") has enclosed additional documentation for your review. We have completed our investigation of your dispute concerning this account. PRA, LLC has obtained and reviewed the attached documents related to this account, which establish its validity.

Sincerely,  
Disputes Department  
Telephone: 1-800-772-1413

### Account Details

Account Number: 5178057249380069  
Seller: CAPITAL ONE BANK (USA) N.A.  
Original Creditor: CAPITAL ONE BANK (USA) N.A.  
Current Creditor: PORTFOLIO RECOVERY ASSOCIATES, LLC  
Balance: \$1,616.42

### Contact Us



Online:  
[www.portfoliorecovery.com](http://www.portfoliorecovery.com)



By Phone:  
Call 1-800-772-1413



By Mail:  
PORTFOLIO RECOVERY ASSOCIATES, LLC  
120 Corporate Boulevard  
Norfolk VA 23502

**This communication is from a debt collector but is not an attempt to collect a debt.**

Notice: See Reverse Side for Important Information

53164349848

53164349848

**HOURS OF OPERATION:** Mon. to Thurs. 8am - 11pm, Fri. 8am - 10pm, Sat. 8am - 7pm, Sun. 11am - 10pm (ET)

**FOR THE HEARING IMPAIRED:** TDD: 1-800-828-1120

**COMPANY ADDRESS:** Portfolio Recovery Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502

**DISPUTES:** Call 1-800-772-1413 or write to: Portfolio Recovery Associates, LLC, Disputes Department, 140 Corporate Blvd., Norfolk, VA 23502

**DISPUTES E-MAIL ADDRESS:** PRA\_Disputes@portfoliorecovery.com

**QUALITY SERVICE AVAILABLE Mon. - Fri. 8 AM to 6 PM (ET)**

Not happy with the way you were treated? Our company strives to provide professional and courteous service to all our customers. Contact one of our staff to discuss issues related to our quality of service to you by phone at 1-800-772-1413 or by e-mail at PRACustomerCare@portfoliorecovery.com.



Page 1 of 2  
Customer Service 1-800-903-3637  
www.capitalone.com

Oct. 15 - Nov. 14, 2016 31 Days in Billing Cycle

Platinum MasterCard

NEW BALANCE  
\$1,641.82

MINIMUM PAYMENT  
\$331.00

Account ending in 0069  
DUE DATE  
Dec 11, 2016

Credit Limit: \$1,500.00  
Available Credit: \$0.00

Cash Advance Credit Limit: \$500.00  
Available Credit for Cash Advances: \$0.00

**MINIMUM PAYMENT WARNING** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$2,735

If you would like information about credit counseling services, call 1-800-368-8755.

**LATE PAYMENT WARNING.** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$1,666.04	\$50.00	\$25.78	\$0.00	\$1,641.82

For assistance, please call 1-800-955-6600. We'll be glad to help you Monday through Friday, from 8 a.m. to 11 p.m. ET, and Saturdays and Sundays from 9 a.m. to 5 p.m. ET.

Your account has been restricted to credit card and cash advance purchases.

#### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KAYLA L KANTOROWSKI #0069  
1 11 NOV CAPITAL ONE ONLINE PYMT AutoDate 11-NOV (\$50.00)

TRANSACTIONS FOR KAYLA L KANTOROWSKI #0069  
TRANSACTIONS FOR JOSEPH S KANTOROWSKI #5712

FEES	Total Fees This Period	\$0.00
INTEREST CHARGED		\$25.78
INTEREST CHARGE PURCHASES		\$25.78
Total Interest This Period		\$25.78

Transactions continue on page 2

## Your account is RESTRICTED

Please give us a call to discuss your account status and payment options.

**1-800-955-6600**

300056-C

#### 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	18.15% D	\$1,672.07	\$25.78
Cash Advances	21.40% P	\$0.00	\$0.00

P, L, D, F = Variable Rate. See reverse of page 1 for details.

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

1 5178057249380069 14 1641820050000331003



Due Date	New Balance	Minimum Payment	Amount Enclosed
Dec. 11, 2016	\$1,641.82	\$331.00	

PLEASE PAY AT LEAST THIS AMOUNT

KAYLA L KANTOROWSKI  
224 DELAWARE AVE  
NORTH VERSAILLES, PA 15137-1923



## Take Advantage. Take Control.

Manage your account online at  
www.capitalone.com

- Set up account alerts
- Review account information
- Manage your account in privacy



400020

Capital One Bank (USA), N.A.  
P.O. Box 73083  
Charlotte, NC 28272-1083



1 5178057249380069 14 1641820050000331003

5164749844

**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, Apr, July, and Oct.
L	3 month LIBOR + margin	The first day of each Billing Cycle.
D	Prime Rate + margin	
E	1 month LIBOR + margin	

**How can I Avoid Membership Fee?** If a Renewal Notice is printed on the front of 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.

## Changing Mailing Address?

You can change your address immediately at [capitalone.com](http://capitalone.com) or complete the information below. Please print using blue or black ink.

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip code \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**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. 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.

**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.

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ETC-08  
11/01/16

**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. Telephone Voice Response System by dialing the telephone number listed on the front of this statement and following the voice prompts.
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 they are 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 the 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.





Page 2 of 2  
Customer Service 1-800-903-3637  
www.capitalone.com

Oct. 15 - Nov. 14, 2016 31 Days in Billing Cycle

Platinum MasterCard

Account ending in 0069

NEW BALANCE

MINIMUM PAYMENT

DUE DATE

\$1,641.82

\$331.00

Dec 11 2016

Credit Limit \$1,500.00

Available Credit \$0.00

Cash Advance Credit Limit \$500.00

Available Credit for Cash Advances \$0.00

Previous Balance

Payments and Credits

Fees and Interest Charged

Transactions

New Balance

\$1,866.04

\$50.00

\$25.78

\$0.00

\$1,641.82

### TRANSACTIONS CONTINUED

#### TOTALS YEAR TO DATE

Total Fees This Year \$104.00  
Total Interest This Year \$258.60

Your minimum payment was not received in time to avoid a late fee. As a courtesy, we didn't charge you a late fee this month. Please note that we may charge a late fee in future months if we don't receive at least your minimum payment by your due date.

1616-3-99844

511660-418725

EXHIBIT “C”

DEPT 922  
PO BOX 4115  
CONCORD CA 94524

## Portfolio Recovery Associates, LLC

Account Number: 5178057249380069  
Reference Number: 17581894

D3

CHANGE SERVICE REQUESTED



KAYLA L KANTOROWSKI  
224 DELAWARE AVE  
N VERSAILLES PA 15137-1923

11/02/2022

Dear KAYLA L KANTOROWSKI,

In response to your dispute related to the above account, Portfolio Recovery Associates, LLC ("PRA, LLC") has enclosed additional documentation for your review. We have completed our investigation of your dispute concerning this account. PRA, LLC has obtained and reviewed the attached documents related to this account, which establish its validity.

Sincerely,  
Disputes Department  
Telephone: 1-800-772-1413

### Account Details

Account Number: 5178057249380069  
Seller: CAPITAL ONE BANK (USA) N.A.  
Original Creditor: CAPITAL ONE BANK (USA) N.A.  
Current Creditor: PORTFOLIO RECOVERY ASSOCIATES, LLC  
Balance: \$1,616.42

### Contact Us



**Online:**  
[www.portfoliorecovery.com](http://www.portfoliorecovery.com)



**By Phone:**  
Call 1-800-772-1413



**By Mail:**  
PORTFOLIO RECOVERY ASSOCIATES, LLC  
120 Corporate Boulevard  
Norfolk VA 23502

**This communication is from a debt collector but is not an attempt to collect a debt.**

Notice: See Reverse Side for Important Information

**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 maximum 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	1 month LIBOR + margin	The first day of each Billing Cycle
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	The first day of each Billing Cycle

**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 first 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 acted 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.

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ETC-08  
11/01/16

## Changing Mailing Address?

You can change your address immediately at [capitalone.com](http://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 \_\_\_\_\_

**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.

To change or update your address please call 1-800-258-9319 or visit [www.capitalone.com](http://www.capitalone.com)

001  
02

Page 1 of 2  
Customer Service 1-800-258-9319  
www.capitalone.com

Nov. 15 Dec. 14, 2016 30 Days in Billing Cycle

**Capital One**

Platinum MasterCard Account ending in 0069

**NEW BALANCE** \$1,010.42  
**PAYMENT DUE** \$1,616.42  
**DUE DATE** PAST DUE

Available Credit: N/A

**IMPORTANT ACCOUNT UPDATES**  
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. This statement you were may offer it and/or proceed with a separate payment agreement.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$1,641.82	\$50.00	\$24.60	\$0.00	\$1,616.42

**TRANSACTIONS**  
PAYMENTS, CREDITS & ADJUSTMENTS FOR KAYLA L KANTOROWSKI #0069  
1 12 DEC CAPITAL ONE ONLINE PYMTAuthDate 11-DEC (\$50.00)

TRANSACTIONS FOR KAYLA L KANTOROWSKI #0069  
TRANSACTIONS FOR JOSEPH S KANTOROWSKI #5712

**FEES**  
Total Fees This Period \$0.00

**INTEREST CHARGED**  
INTEREST CHARGE, PURCHASES \$24.60  
Total Interest This Period \$24.60

**TOTALS YEAR TO DATE**  
Total Fees This Year \$104.00  
Total Interest This Year \$283.20

**Help Is Available.**  
Just Pick Up the Phone.  
Call **1-800-258-9319** and a specially trained agent will be happy to help you or answer any questions you may have.

**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	18.15% D	\$1,648.71	\$24.60
Cash Advances	21.40% P	\$0.00	\$0.00

P.L.D.F. = Variable Rate See reverse of page 1 for details

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE

1 5178057249380069 14 1616420050001616427

**Capital One**

Account ending in 0069

Due Date	New Balance	Amount Enclosed
Past Due	\$1,616.42	

KAYLA L KANTOROWSKI  
224 DELAWARE AVE  
NORTH VERSAILLES, PA 15137-1923



## Stay Informed.



For the most current information about your account, give us a call at **1-800-258-9319**.

400021

Capital One Bank (USA), N.A.  
P.O. Box 71083  
Charlotte, NC 28272-1083



1 5178057249380069 14 1616420050001616427

533643498847  
11/11/2016

DEPT 922  
PO BOX 4115  
CONCORD CA 94524

CHANGE SERVICE REQUESTED



KAYLA L KANTOROWSKI  
224 DELAWARE AVE  
N VERSAILLES PA 15137-1923

## Portfolio Recovery Associates, LLC

Account Number: 5178057249380069

Reference Number: 17585433

D3

11/02/2022

Dear KAYLA L KANTOROWSKI,

In response to your dispute related to the above account, Portfolio Recovery Associates, LLC ("PRA, LLC") has enclosed additional documentation for your review. We have completed our investigation of your dispute concerning this account. PRA, LLC has obtained and reviewed the attached documents related to this account, which establish its validity.

Sincerely,  
Disputes Department  
Telephone: 1-800-772-1413

### Account Details

Account Number: 5178057249380069

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

Original Creditor: CAPITAL ONE BANK (USA) N.A.

Current Creditor: PORTFOLIO RECOVERY ASSOCIATES, LLC

Balance: \$1,616.42

### Contact Us



Online:  
[www.portfoliorecovery.com](http://www.portfoliorecovery.com)



By Phone:  
Call 1-800-772-1413



By Mail:  
PORTFOLIO RECOVERY ASSOCIATES, LLC  
120 Corporate Boulevard  
Norfolk VA 23502

**This communication is from a debt collector but is not an attempt to collect a debt.**

Notice: See Reverse Side for Important Information

513669548802  
11/02/2022



201148

## 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.

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY PENNSYLVANIA

KAYLA KANTOROWSKI,

*Plaintiff,*

v.

PORTFOLIO RECOVERY  
ASSOCIATES, LLC,

*Defendant.*

: CIVIL DIVISION

:

:

:

: Case No.: AR-23-000420

:

:

: PROOF OF SERVICE OF

: COMPLAINT IN CIVIL ACTION

:

:

Filed on Behalf of Plaintiff:  
Kayla Kantorowski

Counsel of Record for this Party:  
**J.P. WARD AND ASSOCIATES, LLC**

Joshua P. Ward  
Pa. I.D. No. 320347

Travis A. Gordon  
Pa. I.D. No. 328314

J.P. Ward and Associates, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Telephone: (412) 545-3016  
Fax No.: (412) 540-3399  
E-mail: tgordon@jpward.com



**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY PENNSYLVANIA**

**KAYLA KANTOROWSKI,**

*Plaintiff,*

**v.**

**PORTFOLIO RECOVERY  
ASSOCIATES, LLC,**

*Defendant.*

**: CIVIL DIVISION**

**:**

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**: Case No.: AR-23-000420**

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**PROOF OF SERVICE OF COMPLAINT IN CIVIL ACTION**

COMMONWEALTH OF PENNSYLVANIA

**:**

**:**

**§§**

COUNTY OF ALLEGHENY

**:**

**AFFIDAVIT**

I, Travis A. Gordon, Esquire, of J.P. Ward & Associates, LLC, hereby swear and affirm that on February 7, 2023, a true and correct copy of the Complaint in Civil Action was served by way of U.S.P.S. Certified Mail (tracking number: 9214 8901 9403 8302 9829 52), upon the following persons listed below: (See attached Exhibit A, “the Confirmation of Delivery”).

PORTFOLIO RECOVERY ASSOCIATES LLC  
ATTN: LEGAL DEPARTMENT  
120 CORPORATE BLVD  
NORFOLK VA 23502-4952

Respectfully submitted,

**J.P. WARD AND ASSOCIATES, LLC**



Date: February 15, 2023

By: \_\_\_\_\_

Joshua P. Ward (Pa. I.D. No. 320347)

Travis A. Gordon (Pa. I.D. No. 328314)

J.P. Ward and Associates, LLC

The Rubicon Building

201 South Highland Avenue

Suite 201

Pittsburgh, PA 15206

Counsel for Plaintiff

## **EXHIBIT “A”**



February 15, 2023

Dear J P Ward and Associates LLC:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9214 8901 9403 8302 9829 52.**

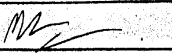
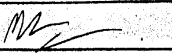
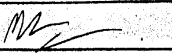
#### Item Details

<b>Status:</b>	Delivered, PO Box
<b>Status Date / Time:</b>	February 7, 2023, 4:46 pm
<b>Location:</b>	NORFOLK, VA 23502
<b>Postal Product:</b>	First-Class Mail®
<b>Extra Services:</b>	Certified Mail™ Return Receipt Electronic
<b>Recipient Name:</b>	PORTFOLIO RECOVERY ASSOCIATES LLC

#### Shipment Details

<b>Weight:</b>	8.0oz
----------------	-------

#### Recipient Signature

Signature of Recipient:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; font-size: small;">Delivery Section</th> </tr> <tr> <td style="width: 15%; font-size: x-small;">Signature</td> <td style="font-size: x-small;">X </td> </tr> <tr> <td style="font-size: x-small;">Printed Name</td> <td style="font-size: x-small;">Mr. Washington</td> </tr> </table>	Delivery Section		Signature	X 	Printed Name	Mr. Washington
Delivery Section							
Signature	X 						
Printed Name	Mr. Washington						
Address of Recipient:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; font-size: x-small;">Delivery Address</td> <td style="font-size: x-small;">20 Commerce Blvd</td> </tr> </table>	Delivery Address	20 Commerce Blvd				
Delivery Address	20 Commerce Blvd						

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
 United States Postal Service®  
 475 L'Enfant Plaza SW  
 Washington, D.C. 20260-0004

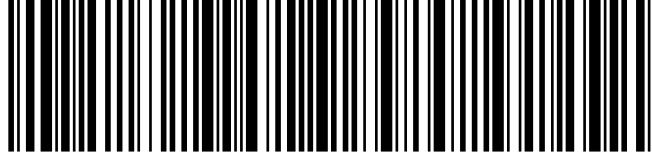
**Return address:**

JP WARD & ASSOCIATES  
201 S HIGHLAND AVE STE 201  
PITTSBURGH PA 15206

**Recipient address:**

PORTFOLIO RECOVERY ASSOCIATES LLC  
ATTN: LEGAL DEPARTMENT  
120 CORPORATE BLVD  
NORFOLK VA 23502-4952

---

**USPS CERTIFIED MAIL**

---

**9214 8901 9403 8302 9829 52**

---

**USPS Tracking Label Number: 9214 8901 9403 8302 9829 52**

<b>USPS Event</b>	<b>Postal Facility</b>	<b>Date/Time</b>
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	PITTSBURGH,PA 15206	02/01/2023 16:41
PROCESSED THROUGH USPS FACILITY	NORFOLK VA DISTRIBUTION CENTER 23501	02/03/2023 12:59
RESCHEDULED TO NEXT DELIVERY DAY	NORFOLK,VA 23502	02/06/2023 18:06
DELIVERED TO AGENT FOR FINAL DELIVERY	NORFOLK,VA 23502	02/07/2023 13:04
ARRIVAL AT UNIT	NORFOLK,VA 23502	02/07/2023 13:06
DELIVERED PO BOX	NORFOLK,VA 23502	02/07/2023 16:46

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

KAYLA KANTOROWSKI,

CIVIL DIVISION

*Plaintiff,*

No. AR-23-000420

vs.

PORTFOLIO RECOVERY  
ASSOCIATES, LLC,

**NOTICE OF PRAECIPE TO ENTER  
JUDGMENT BY DEFAULT**

*Defendant.*

Filed on Behalf of Plaintiff:  
Kayla Kantorowski

Counsel of Record for This Party:

**J.P. WARD & ASSOCIATES, LLC**

Travis A. Gordon  
Pa. I.D. No. 328314

J.P. Ward & Associates, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Telephone: (412) 545-3016  
Fax: (412) 540-3399  
E-mail: [tgordon@jpward.com](mailto:tgordon@jpward.com)

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

KAYLA KANTOROWSKI,

CIVIL DIVISION

*Plaintiff,*

No. AR-23-000420

vs.

PORTFOLIO RECOVERY  
ASSOCIATES, LLC,

*Defendant.*

To: Portfolio Recovery Associates, LLC  
Attn: Legal Department  
120 Corporate Blvd  
Norfolk, VA 23502-4952

Date of Notice: February 28, 2023

**IMPORTANT NOTICE**

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

LAWYER REFERRAL SERVICE  
11th Floor Koppers Building,  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219  
Telephone: (412) 261-5555

Respectfully Submitted,

**J.P. WARD & ASSOCIATES, LLC**

Date: February 28, 2023

By: 

Joshua P. Ward (Pa. I.D. No. 320347)

Travis A. Gordon (Pa. I.D. No. 328314)

J.P. Ward & Associates, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Counsel for Plaintiff



**CERTIFICATE OF SERVICE**


I hereby certify that on February 28, 2023 a true and correct copy of the within  
IMPORTANT NOTICE was served, by way of U.S. First Class Mail, upon the following person:

Portfolio Recovery Associates, LLC  
Attn: Legal Department  
120 Corporate Blvd  
Norfolk, VA 23502-4952

Respectfully Submitted,

**J.P. WARD & ASSOCIATES, LLC**

Date: February 28, 2023

By:   
Joshua P. Ward (Pa. I.D. No. 320347)  
Travis A. Gordon (Pa. I.D. No. 328314)

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Suite 201  
Pittsburgh, PA 15206

Counsel for Plaintiff

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

KAYLA KANTOROWSKI

(b) County of Residence of First Listed Plaintiff ALLEGHENY  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

J.P. Ward & Associates, LLC, 201 South Highland Av  
Ste 201, Pittsburgh, PA 15206

**DEFENDANTS**

PORTFOLIO RECOVERY ASSOCIATES, LLC

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Lauren Burnette, Esq., 12276 San Jose Blvd., Ste 718,  
Jacksonville, FL 32223

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. 1692  
Brief description of cause:  
FDCPA Violations

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

3/9/23

/s/ Lauren M. Burnette

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

JS 44A REVISED June, 2009

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA  
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

**PART A**

This case belongs on the ( ☐ Erie ☐ Johnstown ☒ Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in \_\_\_\_\_ County and that the \_\_\_\_\_ resides in \_\_\_\_\_ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in \_\_\_\_\_ County and that the \_\_\_\_\_ resides in \_\_\_\_\_ County.

**PART B** (You are to check ONE of the following)

1. ☐ This case is related to Number \_\_\_\_\_. Short Caption \_\_\_\_\_.
2. ☒ This case is not related to a pending or terminated case.

## DEFINITIONS OF RELATED CASES:

**CIVIL:** Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit  
**EMINENT DOMAIN:** Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

**HABEAS CORPUS & CIVIL RIGHTS:** All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

**PART C**

## I. CIVIL CATEGORY (Select the applicable category).

1. ☐ Antitrust and Securities Act Cases
2. ☐ Labor-Management Relations
3. ☐ Habeas corpus
4. ☐ Civil Rights
5. ☐ Patent, Copyright, and Trademark
6. ☐ Eminent Domain
7. ☒ All other federal question cases
8. ☐ All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. ☐ Insurance indemnity, contract and other diversity cases.
10. ☐ Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

/s/ Lauren M. Burnette

Date: 3/9/23

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH FORMS MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.